

## **PLAN AND AGREEMENT OF MERGER**

**PLAN AND AGREEMENT OF MERGER**, dated June 27, 1978 between **JOHNSON CONTROLS, INC. ("JCI")**, a Wisconsin corporation, and **GLOBE-UNION INC. ("Globe")**, a Delaware corporation.

WHEREAS, JCI and Globe have entered into a Plan and Agreement of Reorganization dated June 27, 1978 (the "Agreement") providing for the merger of Globe into JCI (the "Merger") with JCI being the surviving corporation upon the terms and conditions set forth herein,

Now, THEREFORE, the parties hereto agree as follows:

### **ARTICLE I**

#### **Merger**

1.1 On the Effective Date, as defined in Section 1.3. Globe shall be merged into JCI which shall be the surviving corporation (hereinafter called "Surviving Corporation"), and JCI on such date shall merge Globe into JCI. The corporate existence of JCI, with its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and as the Surviving Corporation it shall be governed by the laws of the State of Wisconsin and shall succeed, insofar as permitted by law, to all rights, assets, liabilities and obligations of Globe in accordance with the Wisconsin Business Corporation Law and the Delaware General Corporation Law. JCI shall be responsible and liable for all the liabilities and obligations of Globe and any claim existing or action or proceeding pending by or against Globe may be prosecuted to judgment as if the merger had not taken place, or JCI may be substituted in its place. Neither the rights of creditors, nor any obligations of Globe to indemnify its officers, directors and employees under the applicable provisions of its by-laws and the General Corporation Law of Delaware nor any liens upon the property of Globe shall be impaired by the Merger. The separate existence and corporate organization of Globe shall cease upon the Effective Date, and thereupon Globe and JCI shall be a single corporation.

1.2 If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or right of Globe acquired or to be acquired by reason of or as a result of the Merger, the officers and directors of Globe in office immediately prior to the Effective Date shall in the name and on behalf of Globe execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement and the proper officers and directors of the Surviving Corporation are hereby authorized in the name of Globe or otherwise to take any and all such action.

1.3 Consummation of the Merger shall become effective upon the close of business on the date on which Articles of Merger are filed in the office of the Secretary of State of Wisconsin and recorded in the office of the register of deeds of the county or counties of Wisconsin in which JCI and Globe have their registered offices in accordance with the Wisconsin Business Corporation Law and a Certificate of Merger shall have been filed in the office of the Secretary of State of Delaware in accordance with the Delaware General Corporation Law. The time of the taking effect of the Merger is herein called the "Effective Date".

### **ARTICLE II**

#### **Restated Articles of Incorporation; By-Laws; Board of Directors; Officers**

2.1 The Restated Articles of Incorporation and By-Laws of JCI as in effect on the Effective Date shall be the Restated Articles of Incorporation and By-Laws of the Surviving Corporation until

the same shall thereafter be altered, amended or repealed in accordance with law and said Restated Articles of Incorporation or said By-Laws, except that, effective as of the Effective Date, Article III of the Restated Articles of Incorporation of JCI, as amended, shall be further amended, and a new Article VI shall be added, as follows:

1. The introductory paragraph of Article III captioned "Authorized Shares" is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"The aggregate number of shares which this corporation has authority to issue is 27,000,000 shares, consisting of 25,000,000 shares of a class designated "Common Stock" of the par value of \$1 per share, and 2,000,000 shares of a class designated "Preferred Stock" of the par value of \$1 per share. Any and all such shares of Common Stock and Preferred Stock may be issued for such consideration, not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. Any and all such shares so issued, the full consideration for which has been paid or delivered, shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payments except as otherwise provided by applicable Wisconsin Statutes. Notwithstanding any other provision hereof, the Board of Directors shall have no authority to cause any shares of Preferred Stock to be issued if, as a result of such issuance, the aggregate amount payable in the event of voluntary or involuntary liquidation on all shares of Preferred Stock outstanding would exceed \$100,000,000. The preferences, limitations and relative rights of each class shall be as follows:"

2. Paragraph (1) of Section (A) of Article III entitled "Series of Preferred Stock" is hereby amended by the addition thereto of the following clause (f):

"(f) voting rights, if any."

3. Clauses (c), (d) and (e) of Paragraph (5) of Section (A) of Article III are hereby deleted in their entirety and the following are hereby inserted in lieu thereof:

"(c) The basic conversion price per share of Common Stock for a particular Series, as provided for under the detailed description of the individual Series, shall be subject to adjustment from time to time as follows:

(i) In case the corporation shall (A) pay a dividend or make a distribution to all holders of outstanding shares of its Common Stock as a class in shares of its Common Stock, (B) subdivide or split the outstanding shares of its Common Stock into a larger number of shares, or (C) combine the outstanding shares of its Common Stock into a smaller number of shares, the basic conversion price per share of Common Stock in effect immediately prior thereto shall be adjusted retroactively so that the holder of each outstanding share of each Series of Preferred Stock which by its terms is convertible into Common Stock shall thereafter be entitled to receive upon the conversion of such share the number of shares of Common Stock of the corporation which he would have owned and been entitled to receive after the happening of any of the events described above had such share of such Series been converted immediately prior to the happening of such event. An adjustment made pursuant to this clause (c)(i) shall become effective retroactively immediately after such record date in the case of a dividend or distribution and immediately after the effective date in the case of a subdivision, split or combination. Such adjustments shall be made successively whenever any event described above shall occur.

(ii) In case the corporation shall issue to all holders of its Common Stock as a class any rights or warrants enabling them to subscribe for or purchase shares of Common Stock at a price per share less than the current market price per share of Common Stock (as hereinafter defined) at the record date for determination of shareholders entitled to

receive such rights or warrants, the basic conversion price per share of Common Stock in effect immediately prior thereto for each Series of Preferred Stock which by its terms is convertible into Common Stock shall be adjusted retroactively by multiplying such basic conversion price by a fraction, of which the numerator shall be the sum of the number of shares of Common Stock outstanding at such record date and the number of shares of Common Stock which the aggregate exercise price (before deduction of underwriting discounts or commissions and other expenses of the corporation in connection with the issue) of the total number of shares so offered for subscription or purchase would purchase at such current market price per share, and of which the denominator shall be the sum of the number of shares of Common Stock outstanding at such record date and the number of additional shares of Common Stock so offered for subscription or purchase. An adjustment made pursuant to this clause (c)(ii) shall become effective retroactively immediately after the record date for determination of shareholders entitled to receive such rights or warrants. Such adjustments shall be made successively whenever any event described above shall occur.

(iii) In case the corporation shall distribute to all holders of its Common Stock as a class evidences of its indebtedness or assets (other than cash dividends), the basic conversion price per share of Common Stock in effect immediately prior thereto for each Series of Preferred Stock which by its terms is convertible into Common Stock shall be adjusted retroactively by multiplying such basic conversion price by a fraction, of which the numerator shall be the difference between the current market price per share of Common Stock at the record date for determination of shareholders entitled to receive such distribution and the fair value (as determined by the Board of Directors) of the portion of the evidences of indebtedness or assets (other than cash dividends) so distributed applicable to one share of Common Stock, and of which the denominator shall be the current market price per share of Common Stock. An adjustment made pursuant to this clause (c)(iii) shall become effective retroactively immediately after such record date. Such adjustments shall be made successively whenever any event described above shall occur.

(d) For the purpose of any computation under clause (c)(ii) or (c)(iii) above, the current market price per share of Common Stock on any date shall be deemed to be the average of the high and low sales prices of the Common Stock of the corporation, as reported in the New York Stock Exchange—Composite Transactions (or such other principal market quotation as may then be applicable to such Common Stock) for each of the 30 consecutive trading days commencing 45 trading days before such date.

(e) For the purpose of making the computations prescribed in clause (c) of this Paragraph (5), no adjustment shall be made in the basic conversion price for any Series of Preferred Stock in effect immediately prior to such computation if the amount of such adjustment would be less than fifty cents; provided, however, that any adjustments which by reason of this clause (e) are not required to be made shall be carried forward and taken into account in any subsequent adjustment; and provided further that anything to the contrary in the foregoing notwithstanding, any adjustment required for purposes of making the computations in said clause (c) shall be made not later than the earlier of (x) 3 years after the effective date provided for under said clause (c) for such adjustment, or (y) the date as of which such adjustment would require an increase or decrease of at least 3% in the aggregate number of shares of Common Stock issued and outstanding on the first date on which an event occurred which required the making of a computation prescribed in said clause (c). All calculations under this Paragraph (5) shall be made to the nearest cent or to the nearest 1/100th of a share, as the case may be."

4. Clause (g) of Paragraph (5) of Section (A) of Article III is hereby deleted in its entirety.

5. Clause (i) of Paragraph (5) of Section (A) of Article III is hereby amended by deleting the second sentence of said clause (i) and by inserting the following sentence in lieu thereof:

"Whenever there are issued by the corporation to all holders of its Common Stock as a class any rights or warrants enabling them to subscribe for or purchase shares of Common Stock, the corporation shall also file in like manner a statement describing the same and the consideration receivable by the corporation therefrom."

6. Clause (a) of Paragraph (7) of Section (A) of Article III entitled "Ordinary Voting Rights" is hereby amended in its entirety to read as follows:

"(a) *Ordinary Voting Rights.* Holders of Preferred Stock shall be entitled to one vote for each share of such class held on all questions on which shareholders of the corporation are entitled to vote and shall vote together share for share with the holders of Common Stock as one class, except as otherwise provided by law or as hereinafter otherwise provided or as otherwise determined by the Board of Directors at the time of the establishment of such Series of Preferred Stock pursuant to clause (f) of Paragraph (1) of this Section (A)."

7. Clause (b)(v) of Paragraph (7) of Section (A) of Article III entitled "Action Requiring Approval of a Majority of Outstanding Shares of Each Series of Preferred Stock" is hereby amended in its entirety to read as follows:

"(v) *Action Requiring Approval of a Majority of Outstanding Shares of Each Series of Preferred Stock.* The affirmative vote or written consent of the holders of a majority of the outstanding shares of each series of Preferred Stock shall be a prerequisite to the right of the corporation to authorize any shares of Preferred Stock in excess of 2,000,000 shares or any other shares ranking on a parity with Preferred Stock with respect to the payment of dividends or of assets upon liquidation, dissolution or winding up."

8. Clause (b)(vi) of Paragraph (7) of Article III entitled "Action Requiring Approval of Two-Thirds of Outstanding Shares of Preferred Stock" is hereby deleted in its entirety.

9. Paragraph (9) of Section (A) of Article III entitled "Series A, \$2 (Participating) Convertible Preferred Stock" is hereby deleted in its entirety.

10. The following provisions relating to a new Series B, \$2.00 Cumulative Convertible Preferred Stock of the corporation are hereby added as a new Paragraph (9) of Section (A) of Article III:

**"(9) Series B, \$2.00 Cumulative Convertible Preferred Stock.**

(a) *Designation—Series B.* There shall be a series of the Preferred Stock of this corporation hereby designated as Series B, \$2.00 Cumulative Convertible Preferred Stock (hereinafter in this Paragraph (9) referred to as "Series B Stock") consisting of 1,000,000 shares. The shares of Series B Stock shall have the rights and preferences hereinafter set forth, in addition to those otherwise provided with respect to all shares of Preferred Stock.

(b) *Dividends—Series B.* The rate of dividends on the Series B Stock shall be \$2.00 per annum, payable quarterly on the last days of March, June, September and December of each year for the respective Dividend Periods ending on such dates. Dividends on shares of Series B Stock shall accrue from and after October 1, 1978 and shall be cumulative from and after such date whether or not on any quarterly dividend date there shall be funds legally available for the payment of dividends.

(c) *Liquidation, Dissolution or Winding Up—Series B.* In case of voluntary or involuntary liquidation, dissolution or winding up of the corporation, the holders of Series B Stock shall be entitled to receive out of the assets of the corporation in money or

money's worth an amount equal to \$40.00 for each share of the Series B Stock, plus all accrued but unpaid dividends thereon, and no more, before any of such assets shall be paid or distributed to holders of Common Stock. The consolidation or merger of the corporation with or into any other corporation, or a sale of all or any part of its assets, shall not be deemed a liquidation, dissolution or winding up of the corporation within the meaning of this paragraph.

(d) *Redemption—Series B.*

(1) The shares of Series B Stock shall not be redeemable on or before October 9, 1983 and thereafter will be redeemable at any time at the option of the corporation, exercised by resolution of the Board of Directors, either in whole or in part, at (x) a redemption price per share equal to the lesser of (i) \$40.00 per share, or (ii) 110% of the lesser of (A) the average of the high and low sales prices of the shares of Common Stock, par value \$5 per share, of Globe-Union Inc. as reported in the New York Stock Exchange—Composite Transactions (or by any such other national securities exchange on which such shares shall be listed) on the trading day immediately preceding the date on which the shareholders of Globe-Union Inc. approve the Plan and Agreement of Reorganization dated June 27, 1978 between Globe-Union Inc. and the corporation, or (B) the average "when issued" price of the Series B Stock as quoted in the customary "when issued" market on such trading day immediately preceding the date of such approval by the shareholders of Globe-Union Inc., except that in the event that there is not in the opinion of Goldman Sachs & Co. a readily ascertainable "when issued" market for the Series B Stock on such trading day, then such average "when issued" price shall, for purposes of this clause (ii)(B), be the average of the high and low sales prices of the Series B Stock as reported in the New York Stock Exchange—Composite Transactions (or by any such other national securities exchange on which such shares shall be listed) on the first trading day on which such shares are traded after October 10, 1978 (or if such Series B Stock is not listed on the New York Stock Exchange (or any such other national securities exchange) on such first trading date after October 10, 1978 then the average of the bid and asked prices of the Series B Stock on such first trading date as quoted by the National Association of Securities Dealers through its automated quotation system), plus (y) in each case a sum equal to all accrued but unpaid dividends of such Series B Stock; provided, however, that the corporation shall have no such right to redeem shares of Series B Stock unless the product of (A) the quotient of the conversion value (as defined in clause (e) below) divided by the basic conversion price (as adjusted from time to time), times (B) the average of the high and low sales prices of the Common Stock of the corporation, as reported in the New York Stock Exchange—Composite Transactions (or such other principal market quotation as may then be applicable to such Common Stock) for ten consecutive trading days ending with the tenth trading day prior to the date of the corporation's notice of redemption under clause (d)(2) below, is at least \$42.00 for each such trading day.

(2) Notice of any redemption of Series B Stock, specifying the time and place of redemption, shall be mailed to each holder of record of the shares to be redeemed, at his address of record, not more than 60 nor less than 30 days prior to the date fixed for the redemption of such shares; if less than all the shares owned by such shareholder are then to be redeemed, the notice shall also specify the number of shares thereof which are to be redeemed and the numbers of the certificates representing such shares.

(e) *Conversion Right—Series B.* Any holder of Series B Stock may convert the same, at any time, into shares of Common Stock on the basis herein provided, at a basic conversion price of \$32.40 per share, subject to adjustment from time to time as hereinbefore provided in Paragraph (5), provided that the conversion right of any shares of Series B Stock which shall have been called for redemption shall terminate at the close of business on the fifth day preceding the date fixed for the redemption of such shares. For the purpose of such conversion, shares of Series B Stock shall at all times be taken to have a conversion value of \$40.00 per share.

(f) *Notice to Holders of Series B Stock.* Immediately after the initial issuance of the Series B Stock the corporation shall file with its transfer agent or agents a statement specifying the redemption price provided in clause (d)(1)(x) and the basic conversion price provided in clause (e) (including, in reasonable detail, the manner in which such redemption price and basic conversion price were calculated), and cause a notice, setting forth such redemption price and basic conversion price, to be mailed to holders of record of shares of Series B Stock at their addresses as shown on the books of the corporation."

11. The following provisions relating to the indemnification of officers, directors, employees and agents of the corporation are hereby added as a new Article VI:

## **"ARTICLE VI**

### **Indemnification**

(A) The corporation shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(B) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in

representing immediately prior to the Effective Date issued shares of Common Stock of JCI shall continue to evidence ownership of the same number of shares of Common Stock of the Surviving Corporation.

(b) Each share of Globe Common Stock outstanding immediately prior to the Effective Date (other than shares owned by JCI or any wholly-owned subsidiary of JCI and shares held as treasury shares by Globe and shares held by any of its wholly-owned subsidiaries, all of which shall cease to exist and be cancelled) shall by virtue of the Merger (i) without any action on the part of the holder thereof be converted into and exchanged for a number of shares of JCI Common Stock equal to the quotient derived by dividing 40 by the average of the high and low sales prices of JCI Common Stock as reported in the New York Stock Exchange—Composite Transactions on each of the ten consecutive trading days ending with the third trading day prior to the date of the special meeting of Globe's shareholders held to vote on this Plan and Agreement of Merger (the "Globe Shareholders' Meeting"), provided, however, that such number of shares of JCI Common Stock shall not be less than 1.111 nor more than 1.333; or (ii) at the option of the holder thereof exercised in the manner and within the time specified in Appendix 1 hereto (the "Preferred Stock Election"), be converted into and become a right to receive one share of Series B, \$2.00 Cumulative Convertible Preferred Stock of JCI (the "JCI Preferred Stock"); provided, however, that in no event shall the shares of Globe Common Stock exchanged for JCI Preferred Stock pursuant to this clause (ii) exceed a total of 1,000,000 shares of Globe Common Stock; provided further, however, that JCI shall not issue any shares of JCI Preferred Stock unless the holders of more than 250,000 shares of Globe Common Stock have exercised a Preferred Stock Election with respect to such shares.

3.2 After the Effective Date, each holder of a certificate theretofore evidencing outstanding shares of Globe Common Stock (who has not already done so pursuant to the Preferred Stock Election) shall surrender the same to the Exchange Agent, or such other agent or agents as shall be appointed by the Surviving Corporation. Each Globe shareholder who has surrendered his certificates pursuant to the Preferred Stock Election or this Section 3.2 shall be entitled to receive in exchange therefor the certificate or certificates representing the number of full shares of JCI Common Stock or JCI Preferred Stock into which the shares of Globe Common Stock theretofore represented by the certificate or certificates so surrendered have been converted upon the Merger. As soon as practicable after the Effective Date, the Exchange Agent shall send a notice and transmittal form to each holder of certificates theretofore representing Globe Common Stock (other than holders who have made Preferred Stock Elections) advising such holder of the terms of the exchange effected by the Merger and the procedure for surrendering to the Exchange Agent (which may appoint forwarding agents) such Globe certificates for exchange and shall send to each person who has made a Preferred Stock Election and who surrendered certificates for Globe Common Stock pursuant thereto a notice advising such person of the terms of the exchange effected by the Merger. Until so surrendered, each outstanding Globe certificate which represented shares converted into JCI Common Stock shall be deemed for all corporate purposes, other than the payment of dividends and distributions, to evidence ownership of the number of full shares of JCI Common Stock into which such shares of Globe Common Stock were converted, subject however, to the provisions of Section 3.3 relating to fractional interests. No dividends or other distributions, if any, payable to holders of JCI Common Stock shall be paid to the holders of any such outstanding certificates for Globe Common Stock until such certificates are surrendered, but upon surrender of such certificates all such dividends and distributions shall be paid to the holder of record of the whole shares of JCI Common Stock issued in exchange therefor, without interest.

3.3 Neither certificates for fractional shares of JCI Common Stock nor scrip certificates shall be issued upon the Merger, and fractional share interests shall not entitle the owners thereof to vote, to receive dividends or to exercise any other right of shareholders of JCI. In lieu thereof, JCI shall make arrangements under which, during a period of 60 days after the Effective Date, each former share-

holder of Globe who would otherwise be entitled to a fraction of a share of JCI Common Stock shall be permitted, upon surrender of his certificates for Globe Common Stock (or, in the case of persons who surrender certificates for Globe Common Stock pursuant to the Preferred Stock Election, upon such surrender), to instruct an agent appointed by the Surviving Corporation to sell his fractional interest and remit the proceeds to him or to purchase for his account an additional fraction required to make one full share of JCI Common Stock, and to bill him for the purchase price thereof. Such agent shall be given the right to offset buying and selling orders to the extent possible, and purchases and sales shall be effected at reasonable intervals on the basis of the then prevailing market price of JCI Common Stock on the New York Stock Exchange. Upon the expiration of the 60-day period, the number of full shares of JCI Common Stock representing the aggregate fractional interests to which the holders of all unsurrendered certificates for Globe Common Stock are entitled will be sold for the respective accounts of such holders, and thereafter, and until the expiration of a period of three years from the Effective Date upon surrender of his certificates for Globe Common Stock, each such holder shall receive his proportionate share of the proceeds of such sale. Any portion of the proceeds of such sale remaining after such three-year period shall be paid to and become the property of the Surviving Corporation, free of any claims of those previously entitled thereto.

3.4 To the extent that any option, warrant or other right to acquire shares of Globe Common Stock (hereinafter in this Section 3.4 sometimes referred to as a "Globe Option") is outstanding immediately prior to the Effective Date, each such Globe Option shall on the Effective Date be assumed by JCI as of the Effective Date. Upon such assumption, (i) JCI shall issue upon exercise of any such Globe Option, in whole or in part (instead of Globe Common Stock), such number of whole shares of JCI Common Stock which (after disregarding all fractions) corresponds to the number of shares of JCI Common Stock to which the holder of such Globe Option would have been entitled under clause (i) of Section 3.1(b) had such Globe Option been exercised and converted into shares of Globe Common Stock immediately prior to the Effective Date, and (ii) the price per share of JCI Common Stock at which any such Globe Option shall be exercisable shall be an amount (to the next higher whole cent) computed by multiplying the number of shares of Globe Common Stock covered by each such Globe Option by the option price per share of Globe Common Stock immediately prior to the Effective Date and dividing the product by the number of shares of JCI Common Stock computed in accordance with clause (i); *provided*, that the assumption hereinabove provided for shall not give to the holder of any Globe Option additional benefits which he did not have prior to such assumption under the Globe Option as originally granted.

#### **ARTICLE IV**

##### **Termination**

4.1 This Plan and Agreement of Merger will be terminated and the Merger abandoned automatically at any time prior to the Effective Date in the event of termination of the Agreement pursuant to Section 9 thereof.

#### **ARTICLE V**

##### **Accomplishment of Merger**

5.1 JCI and Globe each agrees to take such action on its part as may be necessary or desirable to consummate the Merger and any other transaction herein provided for, subject, however, to the rights herein provided for termination of this Agreement.

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been signed by the President or a Vice President and the Secretary or an Assistant Secretary of each of JOHNSON CONTROLS, INC.

and GLOBE-UNION INC., and each of such corporations has caused its corporate seal to be hereunto affixed, all as of the day first above written.

JOHNSON CONTROLS, INC., a  
Wisconsin Corporation

[Corporate Seal]

By F. L. BRENGEL  
President

Attest:

K. J. KAMMERAD  
Secretary

GLOBE-UNION INC., a  
Delaware Corporation

[Corporate Seal]

By JOHN C. FRAUEH  
Vice President

Attest:

H. G. MARTIN  
Secretary-Treasurer

## PREFERRED STOCK ELECTION PROCEDURES

1. A form of election (the "Form of Election") shall be mailed to holders of record of Globe Common Stock as of the record date for the Globe Shareholders' Meeting. In addition, JCI and Globe will use their best efforts to make the Form of Election available to all persons who become holders of Globe Common Stock during the period between such record date and the Effective Date. Pursuant to the Form of Election, each Globe shareholder may elect (the "Preferred Stock Election") to receive shares of Series B, \$2.00 Cumulative Convertible Preferred Stock of JCI (the "JCI Preferred Stock") contemplated by clause (ii) of Section 3.1(b) of the Plan and Agreement of Merger (the "Agreement of Merger"). Any Preferred Stock Election shall have been properly made only if the Exchange Agent shall have received a Form of Election properly completed and signed, accompanied by the certificates for Globe Common Stock to which it relates in accordance with the time limits shown on the Form of Election.

2. A holder of Globe Common Stock who elects to receive JCI Preferred Stock in lieu of JCI Common Stock as provided in Section 3.1(b) of the Agreement of Merger shall be entitled to make his Preferred Stock Election conditional upon not receiving a combination of JCI Preferred Stock and JCI Common Stock (a "Conditional Election"), in which case:

(a) If the number of shares of Globe Common Stock as to which Preferred Stock Elections have been made which are not conditioned as provided for in the preceding sentence ("Unconditional Elections") is greater than 1,000,000 shares, no JCI Preferred Stock shall be allocated to shares of Globe Common Stock, if any, as to which Conditional Elections have been made. If necessary, JCI Preferred Stock shall then be prorated to the nearest whole share among the holders making Unconditional Elections in that proportion that the number of shares of Globe Common Stock as to which an Unconditional Election has been made by each Globe shareholder making an Unconditional Election bears to the total number of shares of Globe Common Stock as to which Unconditional Elections have been made. In the event of proration, shares of Globe Common Stock not converted into JCI Preferred Stock shall be converted into JCI Common Stock.

(b) If the number of shares of Globe Common Stock as to which Unconditional Elections shall have been made is less than 1,000,000 shares, but the number of shares of Globe Common Stock as to which both Conditional and Unconditional Elections shall have been made exceeds 1,000,000 shares, shares of JCI Preferred Stock shall be exchanged first with respect to all shares of Globe Common Stock as to which Unconditional Elections shall have been made. The Exchange Agent shall then select by lot shares of Globe Common Stock as to which Conditional Elections have been made in a manner so that no JCI Preferred Stock is allocated to any shares of Globe Common Stock held by a Globe shareholder who has made a Conditional Election unless JCI Preferred Stock (and only JCI Preferred Stock) is allocated to all shares of Globe Common Stock as to which such election is applicable, without causing the total number of shares subject to Unconditional Elections, plus the total number of shares covered by the Conditional Elections so selected, to exceed 1,000,000 shares.

(c) Any shares of Globe Common Stock as to which a Preferred Stock Election has been made but as to which JCI Preferred Stock is not allocated pursuant to the provisions of this paragraph 2 shall be converted into shares of JCI Common Stock pursuant to clause (i) of Section 3.1(b) of the Agreement of Merger.

3. Any Form of Election may be revoked by the person submitting the same to the Exchange Agent only by written notice received by the Exchange Agent prior to the time specified in paragraph 1 of this Appendix 1.

4. The Exchange Agent shall have discretion to determine whether or not Preferred Stock Elections have been properly made or revoked and when Preferred Stock Elections and revocations were

received by it. If the Exchange Agent determines that any Preferred Stock Election was not properly and timely made or that any such Election has been revoked, the shares of Globe Common Stock subject to such Election shall be treated by the Exchange Agent as shares of Globe Common Stock which were not subject to the Preferred Stock Election and at the Effective Date such shares of Globe Common Stock shall be converted into shares of JCI Common Stock pursuant to clause (i) of Section 3.1(b) of the Agreement of Merger. The Exchange Agent shall also make all computations as to pro-rata, and shall determine the method to be used in selecting holders of Globe Common Stock by lot, as contemplated by paragraph 2(b) hereof, and any such computations or selections shall be conclusive and binding on the holders of Globe Common Stock who make Preferred Stock Elections pursuant to paragraph 2. The Exchange Agent may, after consultation with Globe and JCI, make such equitable changes in the procedures set forth herein for the implementation of Preferred Stock Elections provided for as shall be necessary or desirable to fully effect such Elections.

5. If the Merger is not consummated for any reason, any certificate or certificates for the shares of Globe Common Stock which have been deposited with the Exchange Agent in connection with these Preferred Stock Election procedures shall be promptly returned to the person submitting the same to the Exchange Agent.

**CERTIFICATE OF MERGER**

**OF**

**GLOBE-UNION INC.**

**INTO**

**JOHNSON CONTROLS, INC.**

**The undersigned corporation**

**DOES HEREBY CERTIFY:**

**FIRST: The names and states of incorporation of each of the constituent corporations are as follows:**

<b>NAME</b>	<b>STATE OF INCORPORATION</b>
Johnson Controls, Inc.	Wisconsin
Globe-Union Inc.	Delaware

**SECOND: A plan and agreement of merger between the constituent corporations has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of section 252 of the General Corporation Law of the State of Delaware.**

**THIRD: The name of the surviving corporation is Johnson Controls, Inc., a Wisconsin corporation.**

**FOURTH: The certificate of incorporation of Johnson Controls, Inc., a Wisconsin corporation, which is the surviving corporation, with such amendments as are effected by the merger, is set forth in full as Exhibit A hereto.**

FIFTH: The executed plan and agreement of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 507 East Michigan Street, P. O. Box 423, Milwaukee, Wisconsin 53201.

SIXTH: A copy of the plan and agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of either constituent corporation.

SEVENTH: Johnson Controls, Inc., the surviving corporation, agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent Delaware corporation, as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of section 262 of Title 8 of the Delaware Code of 1953, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 507 East

Michigan Street, P. O. Box 423, Milwaukee, Wisconsin 53201,  
until the surviving corporation shall have hereafter design-  
ated in writing to the said Secretary of State a different  
address for such purpose.

EIGHTH: This Certificate of Merger shall be effective at the close of business on October 10, 1978.

Dated October 10, 1978.

JOHNSON CONTROLS, INC.

By

JL Bunge  
President

ATTEST:

By

J. K. ...  
Secretary

**RESTATED ARTICLES OF INCORPORATION  
OF  
JOHNSON SERVICE COMPANY**

Pursuant to the authority and provisions of Chapter 180 of the Wisconsin Statutes, the existing Articles of Incorporation are hereby amended, superseded and restated to read as follows:

**ARTICLE I**

**NAME**

The name of the corporation is **JOHNSON SERVICE COMPANY**.

**ARTICLE II**

**PURPOSE**

The corporation is organized for the purpose of engaging in any lawful activity within the purposes for which corporations may be organized under the Wisconsin Business Corporation Law, Chapter 180 of the Wisconsin Statutes, including (without in any manner limiting by the following enumeration the generality of the foregoing) the manufacture, sale and installation of, and dealing in, automatic temperature and humidity controls for heating, cooling, ventilating, air-conditioning and industrial processing.

**ARTICLE III**

**AUTHORIZED SHARES**

The aggregate number of shares which this corporation has authority to issue is 5,000,000 shares consisting of 4,000,000 shares of a class designated "Common Stock" of the par value of \$5 per share, and 1,000,000 shares of a class designated "Preferred Stock" of the par value of \$1 per share. Any and all such shares of Common Stock and Preferred Stock may be issued for such consideration, not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. Any and all such shares so issued, the full consideration for which has been paid or delivered, shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payments except as otherwise provided by applicable Wisconsin Statutes. Notwithstanding any other provision hereof, the Board of Directors shall have no authority to cause any shares of Preferred Stock to be issued if, as a result of such issuance, the aggregate amount payable in the event of voluntary or involuntary liquidation on all shares of Preferred Stock outstanding would exceed \$30,000,000. The preferences, limitations and relative rights of each class shall be as follows:

**(A) PREFERRED STOCK**

**(1) Series of Preferred Stock**

The Board of Directors shall have authority to divide the Preferred Stock into series, and shall determine and fix the relative rights and preferences of the shares of any series so established prior to the issuance thereof, but only with respect to:

- (a) The rate of dividend and the date from which such dividends shall be cumulative;
- (b) The price at and the terms and conditions on which shares may be redeemed;
- (c) The amount payable upon shares in the event of voluntary or involuntary liquidation;
- (d) Sinking fund provisions for the redemption or purchase of shares;
- (e) The terms and conditions on which shares may be converted into shares of Common Stock, if the shares of any series are issued with the privilege of conversion.

Except as to the matters expressly set forth above in this Paragraph (1), all series of the Preferred Stock of the corporation, whenever designated and issued, shall have the same preferences, limitations and relative rights and shall rank equally, share ratably and be identical in all respects as to all matters. —

All shares of any one series of Preferred Stock hereinabove authorized shall be alike in every particular, and each series thereof shall be distinctively designated by letter or descriptive words or figures.

### **(2) Dividends**

The holders of Preferred Stock shall be entitled to receive dividends at the rate per annum specified as to each series pursuant to Paragraph (1), and no more, payable quarterly on the last day of March, June, September, and December in each year for the respective calendar quarter ending on such dates ("Dividend Periods") out of the unreserved earned surplus of the corporation or out of any capital surplus legally available for the payment of such dividends, when and as declared by the Board of Directors. Such dividends shall accrue on each share of Preferred Stock from the first day of the Dividend Period in which such share is issued or from such other date as the Board of Directors may fix for this purpose pursuant to Paragraph (1). All dividends on Preferred Stock shall be cumulative so that if the corporation shall not pay or set apart for payment the dividend, or any part thereof, for any Dividend Period, on the Preferred Stock then issued and outstanding, such deficiency in the dividend on the Preferred Stock shall thereafter be fully paid or declared and set apart for payment, but without interest, before any dividend shall be paid or declared and set apart for payment on the Common Stock. The holders of Preferred Stock shall not be entitled to participate in any other or additional earnings or profits of the corporation, except for such premiums, if any, as may be payable in case of redemption, liquidation, dissolution or winding up.

Any dividend paid upon the Preferred Stock at a time when any accrued dividends for any prior Dividend Period are delinquent shall be expressly declared to be in whole or partial payment of the accrued dividends to the extent thereof, beginning with the earliest Dividend Period for which dividends are then wholly or partly delinquent, and shall be so designated to each shareholder to whom payment is made.

No dividends shall be paid upon any shares of any series of Preferred Stock of the corporation for a current Dividend Period unless there shall have been paid or declared and set apart for payment dividends required to be paid to the holders of each other series of Preferred Stock for all past Dividend Periods of such other series. If any dividends are paid on any of the Preferred Stock with respect to any past Dividend Period at any time when less than the total dividends then accumulated and payable for all past Dividend Periods on all of the Preferred Stock then outstanding are to be paid or declared and set apart for payment, then the dividends being paid shall be paid on each series of Preferred Stock in the proportions that the dividends then accumulated and payable on each series for all past Dividend Periods bear to the total dividends then accumulated and payable for all such past Dividend Periods on all outstanding Preferred Stock.

### **(3) Liquidation, Dissolution or Winding Up**

In case of voluntary or involuntary liquidation, dissolution or winding up of the corporation, the holders of each series of Preferred Stock shall be entitled to receive out of the assets of the corporation in money or money's worth the amount specified pursuant to Paragraph (1) with respect to that series of Preferred Stock, together with all accrued but unpaid dividends thereon (whether or not earned or declared), before any of such assets shall be paid or distributed to holders of Common Stock. In case of voluntary or involuntary liquidation, dissolution or winding up of the corporation, if the assets shall be insufficient to pay the holders of all of the series of Preferred Stock then outstanding the full amounts to which they may be entitled, the holders of each outstanding series shall share ratably in such assets in proportion to the amounts which would be payable with respect to such series if all amounts payable thereon were paid in full. The consolidation or merger of the corporation with or into any other corporation, or a sale of all or any part of its assets, shall not be deemed a liquidation, dissolution or winding up of the corporation within the meaning of this paragraph.

#### **(4) Redemption**

Except as otherwise provided with respect to a particular series pursuant to Paragraph (1), the following general redemption provisions shall apply to each series of Preferred Stock (hereinafter in this paragraph referred to as "Series"):

On or prior to the date fixed for redemption of a particular Series or any part thereof as specified in the notice of redemption for said Series, the corporation shall deposit adequate funds for such redemption, in trust for the account of holders of the Series to be redeemed, with a bank having trust powers or a trust company in good standing, organized under the laws of the United States of America or the State of Wisconsin doing business in the State of Wisconsin and having capital, surplus and undivided profits aggregating at least One Million Dollars (\$1,000,000), and if the name and address of such bank or trust company and the deposit of or intent to deposit the redemption funds in such trust account shall have been stated in such notice of redemption, then from and after the mailing of such notice and the making of such deposit the shares of the Series called for redemption shall no longer be deemed to be outstanding for any purpose whatsoever, and all rights of the holders of such shares in or with respect to the corporation shall forthwith cease and terminate except only the right of the holders of such shares (a) to transfer such shares prior to the date fixed for redemption, (b) to receive out of said deposit the redemption price of such shares, which shall nevertheless include accrued but unpaid dividends to the date fixed for redemption, without interest, upon surrender of the certificate or certificates representing the shares to be redeemed, and (c) to exercise on or before the close of business on the fifth day preceding the date fixed for redemption privileges of conversion, if any, not theretofore expired.

In case of redemption of only a part of a Series, the corporation shall designate by lot, in such manner as the Board of Directors may determine, the shares to be redeemed, or shall effect such redemption pro rata.

Any moneys so deposited by the corporation which shall remain unclaimed by the holders of the shares called for redemption and not converted shall, at the end of six years after the date fixed for redemption, be paid to the corporation upon its request, after which repayment the holders of the shares so called for redemption shall no longer look to the said bank or trust company for the payment of the redemption price but shall look only to the corporation or to others, as the case may be, for the payment of any lawful claim for such moneys which holders of said shares may still have. After said six-year period, the right of any shareholder or other person to receive such payment may be forfeited in the manner and with the effect provided under Wisconsin law. Any portion of the moneys so deposited by the corporation, in respect of shares of the Series converted into Common Stock, shall be repaid to the corporation upon its request.

#### **(5) Conversion Rights**

Except as otherwise provided with respect to a particular series pursuant to Paragraph (1), the following general conversion provisions shall apply to each series of Preferred Stock which is convertible into Common Stock (hereinafter, in this paragraph, referred to as "Series"):

(a) All shares of Common Stock issued upon conversion shall be fully paid and nonassessable, and shall be free of all taxes, liens and charges with respect to the issue thereof except taxes, if any, payable by reason of issuance in a name other than that of the holder of the share or shares converted and except as otherwise provided by applicable Wisconsin Statutes.

(b) The number of shares of Common Stock issuable upon conversion of a particular Series at any time shall be the quotient obtained by dividing the aggregate conversion value, as herein provided, of the shares of that Series surrendered for conversion, by the conversion price per share of Common Stock then in effect for that Series as herein provided. The corporation shall not be required, however, upon any such conversion, to issue any fractional share of Common Stock, but in lieu thereof the corporation shall pay to the shareholder who would otherwise be entitled to receive such fractional share if issued, a sum in cash equal to the value of such fractional share at the rate of the then market value per share of

Common Stock which for purposes hereof shall mean the last reported sale price of Common Stock on the New York Stock Exchange. Shares of Preferred Stock shall be deemed to have been converted as of the close of business on the date of receipt at the office of the Transfer Agent of the certificates therefor, duly endorsed, together with written notice by the holder of his election to convert the same.

(c) The basic conversion price per share of Common Stock for a particular Series, as provided for herein under the detailed descriptions of the individual Series, shall be subject to adjustment as follows:

(i) An increased conversion price per share of Common Stock shall become effective whenever the outstanding shares of Common Stock shall be combined into a smaller number of shares. Such increased conversion price per share of Common Stock shall be computed as follows: (A) Separately, for each Series, multiply the total number of shares of Common Stock outstanding immediately prior to the decrease in the number of such shares through such combination by the conversion price then in effect for each Series; (B) Divide each of the resulting products by the total number of shares of Common Stock outstanding immediately after such decrease in number of shares through such combination. The quotients so obtained (taken to the nearest full cent) shall thereafter, until any further change is required under the provisions of this Paragraph (5), be respectively the conversion prices per share of Common Stock for each Series.

(ii) Except as otherwise hereinafter provided in clause (c)(iii) of this Paragraph (5), a reduced conversion price per share of Common Stock shall become effective for any Series whenever the corporation shall issue in any manner any Common Stock in addition to the shares of Common Stock issued and outstanding as of the effective date of the amendment to the Articles of Incorporation which designated such Series, without receiving therefor a consideration per share at least equal to the conversion price for such Series in effect immediately prior to such issue. Such reduced conversion price per share of Common Stock shall be computed as follows: (A) Separately, for each Series, multiply the total number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock by the conversion price then in effect for each Series; (B) To these products separately, for each Series, add the total amount of the consideration, if any, received for the issuance of such additional shares of Common Stock; (C) Divide the resulting sums by the total number of shares of Common Stock outstanding immediately after the issuance of such additional shares of Common Stock. The quotients so obtained (taken to the nearest full cent) shall thereafter, until any further change is required under the provisions of this Paragraph (5), be respectively the conversion prices per share of Common Stock for each Series, provided that no adjustment shall be made in the conversion price for any Series in effect immediately prior to such determination if the amount of such adjustment would be less than fifty cents, but, in any such case, any adjustment that would otherwise be required then to be made shall be carried forward and shall be made at the time of, and together with, the next subsequent adjustment which, together with any other adjustment or adjustments so carried forward, shall amount to not less than fifty cents.

(iii) No adjustment of the conversion price for any Series shall be made by reason of the issuance of any shares (A) upon the conversion of any shares of such Series, or (B) upon the exercise of any warrants, options or conversion rights outstanding as of the effective date of the amendment of the Articles of Incorporation which designated such series, or (C) upon the exercise of any employee stock option granted pursuant to any qualified stock option plan, nor shall any adjustment be made by reason of the issuance or assumption by the corporation of any such option.

(d) In the event that the corporation shall give notice of redemption of any shares of a particular Series, an adjusted conversion price shall be determined in respect only to the shares so called for redemption, in accordance with the provisions of clause (c) of this Paragraph (5), except that for the purpose of such determination, Common Stock shall be deemed to have been issued in accordance with the terms of all options or rights to purchase shares of Common Stock or securities convertible into shares of Common Stock (other than the options, rights and convertible securities referred to in clause (c)(iii) of this Paragraph (5)) which may be outstanding immediately prior to the close of business on the final date for the

conversion of the shares so called for redemption. The conversion price so determined shall be stated in the notice of redemption and have no application to any shares other than the shares so called for redemption.

(e) For the purpose of making the computations prescribed in clauses (c) and (d) of this Paragraph (5), the following rules shall apply:

(i) In determining the consideration received for the issuance of any additional shares of Common Stock, no deductions shall be made for the amounts of any commissions or other expenses paid or incurred by the corporation for any underwriting or otherwise in connection with the issuance of such additional shares of Common Stock.

(ii) In case Common Stock shall be issued by way of stock dividend or in subdivision or reclassification of Common Stock outstanding prior to such issue, the excess of the number of shares of Common Stock outstanding immediately thereafter over the number of shares of Common Stock outstanding immediately prior thereto shall be deemed to be additional shares, and the corporation shall be deemed to have received no consideration for the issuance thereof.

(iii) If the corporation issues any securities convertible into Common Stock or any options or warrants to purchase or subscribe for any shares of Common Stock and if any of such securities be converted into Common Stock or if any of such options or warrants be exercised and Common Stock be issued in connection with such exercise, the corporation shall be deemed to have received for the Common Stock issued upon such conversion or exercise an aggregate consideration equal to the consideration received by the corporation for the convertible securities so converted or for the options or warrants so exercised (before deducting any commissions or other expenses paid or incurred by the corporation for any underwriting or otherwise in connection with the issuance of the convertible securities so converted or the options or warrants so exercised) plus, in the case of the issuance of Common Stock in connection with the exercise of such options or warrants, the consideration received by the corporation for the issuance of Common Stock upon such exercise; provided, however, that adjustments of the conversion price by reason of the conversion of such securities or by reason of the exercise of such options or warrants need not be made upon each such conversion or exercise but may be made from time to time under such reasonable regulations as shall be provided by the Board of Directors but at least once in each month immediately following any calendar month during which any such conversion or exercise shall occur.

(iv) If the corporation shall issue any additional shares of Common Stock, or any securities convertible into Common Stock, or any options or warrants to purchase or subscribe for any shares of Common Stock, for a consideration other than cash, the amount of the consideration received therefor by the corporation shall be deemed to be the fair value of such consideration, which shall be determined by the Board of Directors at or before the time of issuance of such shares or obligations.

(f) In the case of any capital reorganization or reclassification of Common Stock, or if the corporation shall be consolidated with or merged into, or sell or dispose of all or substantially all of its property and assets, to any other corporation, proper provisions shall be made as part of the terms of such capital reorganization, reclassification, consolidation, merger or sale that any shares of a particular Series at the time outstanding shall thereafter be convertible into the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock deliverable upon conversion of such shares of a particular Series would have been entitled upon such capital reorganization, reclassification, consolidation or merger.

(g) Except as permitted in clauses (c) and (d) of this Paragraph (5), the corporation shall not in any manner dilute, impair or change the conversion rights of any Series without making adequate provisions for an adjustment of the conversion rights of such Series.

(b) No adjustment with respect to dividends upon any Series or with respect to dividends upon Common Stock shall be made in connection with any conversion.

(i) Whenever there is an issue of additional shares of Common Stock of the corporation requiring a change in the conversion price as provided above, and whenever there occurs any other event which results in a change in the existing conversion rights of the holders of shares of a Series, the corporation shall file with its transfer agent or agents and at its principal office in Milwaukee, Wisconsin, a statement signed by the President or a Vice President and by the Treasurer or Assistant Treasurer of the corporation, describing specifically such issue of additional shares of Common Stock or such other event (and, in the case of a capital reorganization, reclassification, consolidation or merger, the terms thereof) and the actual conversion prices or basis of conversion as changed by such issue or event and the change, if any, in the securities issuable upon conversion. Whenever there are issued by the corporation any options or rights to purchase shares of Common Stock (other than pursuant to an employee stock option plan) or securities convertible into shares of Common Stock, the corporation shall also file in like manner a statement describing the same and the consideration receivable by the corporation therefrom. The statement so filed shall be open to inspection by any holder of record of shares of any Series.

(j) The corporation shall at all times have authorized and shall at all times reserve and set aside a sufficient number of duly authorized shares of Common Stock for the conversion of all stock of all then outstanding Series which are convertible into Common Stock.

#### **(6) *Reissuance of Shares***

Any shares of Preferred Stock retired by purchase, redemption, through conversion, or through the operation of any sinking fund or redemption or purchase account, shall thereafter have the status of authorized but unissued shares of Preferred Stock of the corporation, and may thereafter be reissued as part of the same series or may be reclassified and reissued by the Board of Directors in the same manner as any other authorized and unissued shares of Preferred Stock.

#### **(7) *Voting Rights of Preferred Stock***

(a) *Ordinary Voting Rights.* Holders of Preferred Stock shall be entitled to one vote for each share of such class held on all questions on which shareholders of the corporation are entitled to vote and shall vote together share for share with the holders of Common Stock as one class, except as otherwise provided by law or as hereinafter otherwise provided.

(b) *Special Voting Rights.* Holders of Preferred Stock shall have voting rights as provided in the preceding clause (a) and, in addition, the following special voting rights:

(i) *Election of Directors.* Whenever dividends payable on any series of the Preferred Stock shall be in arrears in an aggregate amount equivalent to six full quarterly dividends on the shares of all of the Preferred Stock of that series then outstanding, the holders of Preferred Stock of that series shall have the exclusive and special right, voting separately as a class, to elect two directors of the corporation, and the number of directors constituting the Board of Directors shall be increased to the extent necessary to effectuate such right. Whenever such right of the holders of any series of the Preferred Stock shall have vested, such right may be exercised initially either at a special meeting of the holders of such series of the Preferred Stock called as hereinafter provided in clause (b)(ii), or at any annual meeting of shareholders, and thereafter at annual meetings of shareholders. The right of the holders of any series of the Preferred Stock voting separately as a class to elect members of the Board of Directors of the corporation as aforesaid shall continue until such time as all dividends accumulated on such series of the Preferred Stock shall have been paid in full, at which time the special right of the holders of such series of the Preferred Stock so to vote separately as a class for the election of directors shall terminate, subject to re-vesting in the event of each and every subsequent default in an aggregate amount equivalent to six full quarterly dividends.

(ii) *Special Meetings of Holders of Preferred Stock.* At any time when such special voting power shall have vested in the holders of any series of the Preferred Stock as hereinbefore provided in clause (b)(i), a proper officer of the corporation shall, upon the written request of the holders of record of at least 10% of such series of the Preferred Stock then outstanding addressed to the Secretary of the corporation, call a special meeting of the holders of such series of the Preferred Stock for the purpose of electing directors pursuant to clause (b)(i). Such meeting shall be held at the earliest practicable date in such place as may be designated pursuant to the By-laws (or if there be no designation, at the principal offices of the corporation in Milwaukee, Wisconsin). If such meeting shall not be called by the proper officers of the corporation within 20 days after personal service of the said written request upon the Secretary of the corporation, or within 30 days after mailing the same within the United States of America by registered or certified mail addressed to the Secretary of the corporation at its principal office, then the holders of record of at least 10% of such series of the Preferred Stock then outstanding may designate in writing one of their number to call such meeting at the expense of the corporation, and such meeting may be called by such person so designated upon the notice required for annual meetings of shareholders and shall be held in Milwaukee, Wisconsin. Any holder of such series of Preferred Stock so designated shall have access to the stock books of the corporation for the purpose of causing meetings of shareholders to be called pursuant to these provisions. Notwithstanding the provisions of this clause (b)(ii), no such special meeting shall be called during the period within 90 days immediately preceding the date fixed for the next annual meeting of shareholders.

(iii) *Special Rules Applicable While Any Series of Preferred Stock Has Special Voting Rights.* At any annual or special meeting at which the holders of any series of the Preferred Stock shall have the special right, voting separately as a class, to elect directors as provided in clause (b)(i), the presence, in person or by proxy, of the holders of 33 $\frac{1}{3}$ % of such series of the Preferred Stock shall be required to constitute a quorum of such series for the election of any director by the holders of such series as a class. At any such meeting or adjournment thereof, (A) the absence of a quorum of such series of the Preferred Stock shall not prevent the election of directors other than those to be elected by such series of the Preferred Stock voting as a class, and the absence of a quorum for the election of such other directors shall not prevent the election of the directors to be elected by such series of the Preferred Stock voting as a class, and (B) in the absence of either or both such quorums, a majority of the holders present in person or by proxy of the stock or stocks which lack a quorum shall have power to adjourn the meeting for the election of directors which they are entitled to elect, from time to time until a quorum shall be present, without notice other than announcement at the meeting.

During any period in which the holders of any series of the Preferred Stock have the right to vote as a class for directors as provided in clause (b)(i), any vacancies in the Board of Directors shall be filled only by vote of a majority (even if that be only a single director) of the remaining directors theretofore elected by the holders of the series or class of stock which elected the director whose office shall have become vacant. During such period the directors so elected by the holders of any series of the Preferred Stock shall continue in office (A) until the next succeeding annual meeting or until their successors, if any, are elected by such holders and qualify, or (B) unless required by applicable law to continue in office for a longer period, until termination of the right of the holders of such series of the Preferred Stock to vote as a class for directors, if earlier. If and to the extent permitted by applicable law, immediately upon any termination of the right of the holders of any series of the Preferred Stock to vote as a class for directors as provided in clause (b)(i), the term of office of the directors then in office so elected by the holders of such series shall terminate.

(iv) *Action Requiring Approval of Two-Thirds of Outstanding Shares of Each Series of Preferred Stock.* The affirmative vote or written consent of the holders of record of at least two-thirds of the outstanding shares of a series of the Preferred Stock shall be a prerequisite of the right of the corporation:

(A) To create any shares or any securities convertible into or evidencing the right to purchase shares ranking prior to such series of the Preferred Stock with respect to the payment of dividends or of assets upon liquidation, dissolution or winding up; or

(B) To change the designations, preferences, limitations, or relative rights of the outstanding shares of such series of Preferred Stock in any manner prejudicial to the holders thereof.

(v) *Action Requiring Approval of a Majority of Outstanding Shares of Each Series of Preferred Stock.* The affirmative vote or written consent of the holders of a majority of the outstanding shares of each series of the Preferred Stock shall be a prerequisite to the right of the corporation to authorize any shares of Preferred Stock in excess of 1,000,000 shares or any other shares ranking on a parity with Preferred Stock with respect to the payment of dividends or of assets upon liquidation.

(vi) *Action Requiring Approval of Two-Thirds of Outstanding Shares of Preferred Stock.* So long as any of the Series A, \$2 (Participating) Convertible Preferred Stock ("Series A Stock") is outstanding and unless the vote or consent of a greater number of such shares shall then be required by law, the corporation shall not without first obtaining the approval (by vote or by written consent as provided by law) of the holders of at least two-thirds of all shares of Preferred Stock of all series at the time outstanding, voting as a class:

(A) Effect the merger or consolidation of the corporation, unless each holder of Series A Stock immediately prior to such merger or consolidation shall retain or receive the same number of shares of the resulting corporation, which shares so received shall be entitled to substantially the same rights, preferences and privileges and the benefit of the same restrictions; or

(B) Sell, lease or convey (which terms shall not include mortgages or other forms of hypothecation) all or substantially all of the assets of the corporation unless provision is made for redemption of all shares of the Series A Stock whether or not the Series A Stock is otherwise redeemable under the provisions of Paragraph (9) hereof.

**(8) *Restrictions in Event of Default in Dividends on Preferred Stock***

If at any time the corporation shall have failed to pay dividends in full on the Preferred Stock, thereafter and until dividends in full, including all accrued and unpaid dividends for all past quarterly dividend periods on the Preferred Stock outstanding, shall have been declared and set apart in trust for payment or paid, or if at any time the corporation shall have failed to pay in full amounts payable with respect to any obligations to retire shares of the Preferred Stock, thereafter and until such amounts shall have been paid in full or set apart in trust for payment (a) the corporation, without the affirmative vote or consent of the holders of at least 66 2/3% of the Preferred Stock at the time outstanding, given in person or by proxy, either in writing or by resolution adopted at a special meeting called for the purpose, at which the holders of the Preferred Stock shall vote separately as a class, regardless of series, shall not redeem less than all of the Preferred Stock at such time outstanding; (b) the corporation shall not purchase any Preferred Stock except in accordance with a purchase offer made in writing to all holders of Preferred Stock of all series upon such terms as the Board of Directors, in its sole discretion after consideration of the respective annual dividend rate and other relative rights and preferences of the respective series, shall determine (which determination shall be final and conclusive) will result in fair and equitable treatment among the respective series; provided that (i) the corporation, to meet the requirements of any purchase, retirement or sinking fund provisions with respect to any series, may use shares of such series acquired by it prior to such failure and then held by it as treasury stock and (ii) nothing shall prevent the corporation from completing the purchase or redemption of shares of Preferred Stock for which a purchase contract was entered into for any purchase, retirement or sinking fund purposes, or the notice of redemption of which was initially mailed, prior to such failure; and (c) the corporation shall not redeem, purchase or otherwise acquire, or permit any subsidiary to purchase or acquire any shares of any other class of stock of the corporation ranking junior to the Preferred Stock as to dividends and upon liquidation.

**(9) *Series A, \$2 (Participating) Convertible Preferred Stock***

(a) *Designation—Series A.* 467,856 shares of the Preferred Stock of this corporation are designated as Series A, \$2 (Participating) Convertible Preferred Stock, (hereinafter in this Paragraph (9) referred to as "Series A Stock"), which shares have the rights and preferences hereinafter set forth, in addition to those otherwise provided with respect to all shares of Preferred Stock.

(b) *Dividends—Series A.* The rate of dividends on the Series A Stock shall be \$2.00 per annum, payable quarterly on the last days of March, June, September and December of each year for the respective Dividend Periods ending on such dates; provided, that the dividend payable on the Series A Stock for the last Dividend Period in each fiscal year shall be increased by an amount equal to the amount, if any, by which the aggregate cash dividends declared on the Common Stock for such fiscal year exceeds \$1.60 per share. For purposes of the foregoing, whenever the outstanding shares of Common Stock shall be combined into a smaller number of shares, or whenever the outstanding shares of Common Stock shall be increased by way of stock dividend or division of such shares into a greater number of shares, the annual amount of dividend per share of Common Stock in the foregoing formula shall in each case be proportionately adjusted. Dividends on Series A Stock shall accrue as follows:

(1) In the case of shares issued during the Dividend Period in which the Effective Time of the Merger of Penn Controls, Inc., into the corporation pursuant to the Plan and Agreement of Merger dated August 20, 1968, occurs, from the first day of such Dividend Period unless the Effective Time of the Merger occurs during the final calendar month of such Dividend Period in which case dividends on such shares shall accrue from the first day of the Dividend Period following that in which such shares are issued;

(2) In the case of all other shares, from the same date and in the same manner and amount as dividends accrued but unpaid on shares of Series A Stock then outstanding.

(c) *Liquidation, Dissolution or Winding Up—Series A.* In case of voluntary or involuntary liquidation, dissolution, or winding up of the corporation, the holders of Series A Stock shall be entitled to receive out of the assets of the corporation in money or money's worth an amount equal to \$50 for each share of the Series A Stock, plus all accrued but unpaid dividends thereon, and no more, before any of such assets shall be paid or distributed to holders of Common Stock. The consolidation or merger of the corporation with or into any other corporation, or a sale of all or any part of its assets, shall not be deemed a liquidation, dissolution or winding up of the corporation within the meaning of this paragraph.

(d) *Redemption—Series A.* At any time after December 31, 1973, but not before, upon notice of redemption mailed not less than 30 nor more than 60 days prior to the date fixed for redemption to the holders of the shares to be redeemed at their respective addresses as the same shall appear on the books of the corporation, the corporation, on the sole authority of its Board of Directors, shall have the right to redeem all or any part of the Series A Stock at a redemption price of \$50 per share plus all accrued but unpaid dividends thereon.

(e) *Conversion Rights—Series A.* Any holder of Series A Stock may convert the same, at any time, into shares of Common Stock on the basis provided herein, provided that the conversion right of any shares of Series A Stock which shall have been called for redemption shall terminate at the close of business on the fifth day preceding the date fixed for the redemption of such shares. For the purpose of such conversion, shares of Series A Stock shall at all times be taken to have a conversion value of \$50 per share. The basic conversion prices per share of Common Stock shall be as follows:

<u>Conversion Period</u>	<u>Basic Conversion Price</u>
Prior to January 1, 1971.....	\$53.333
January 1, 1971 through December 31, 1971.....	\$54.333
January 1, 1972 through December 31, 1972.....	\$54.833
January 1, 1973 through December 31, 1973.....	\$55.333
After December 31, 1973.....	\$55.833

The aforesaid basic conversion prices shall be subject in each case to adjustment from time to time as hereinbefore provided in Paragraph (5). Any adjustment of the applicable basic conversion price during any Conversion Period made pursuant to Paragraph (5) shall be carried forward and reflected in the basic conversion prices applicable to all subsequent Conversion Periods.

**(B) Common Stock**

**(1) Dividends**

After all dividends on all series of Preferred Stock entitled to dividends which shall have accrued through the ends of the last preceding Dividend Periods set for all such series shall have been paid or declared and set apart for payment at the rates at which such series of Preferred Stock are entitled for the last preceding Dividend Periods set for such series, the holders of the Common Stock shall be entitled to receive such dividends as may be declared thereon from time to time by the Board of Directors, at its discretion, out of any assets of the corporation at the time legally available for payment of dividends of Common Stock.

**(2) Dissolution**

In the event of the dissolution of the corporation, whether voluntary or involuntary, after distribution to the holders of all shares of Preferred Stock which shall be entitled to a preference over the holders of Common Stock of the full preferential amounts to which they are entitled, the holders of Common Stock shall be entitled to share ratably in the distribution of the remaining assets of the corporation.

**(3) Voting Rights of Common Stock**

Holders of Common Stock shall be entitled to one vote for each share of such class held on all questions on which shareholders of the corporation are entitled to vote and shall vote together share for share with the holders of Preferred Stock as one class, except as otherwise provided by law or as herein otherwise provided.

**(C) General**

**(1) Pre-emptive Rights**

No holder of any class of stock of the corporation shall have any pre-emptive or preferential right to subscribe for or purchase any of the unissued shares of stock of the corporation, whether now or hereafter authorized, or any stock of this corporation purchased by this corporation or by its nominee or nominees, or any bonds, certificates of indebtedness, debentures or other securities convertible into stock of this corporation, or any right of subscription to any thereof other than such, if any, as the Board of Directors in its discretion may from time to time determine.

**(2) Holders of Record**

The corporation shall be entitled to treat the holder of record of any share or shares of stock as the owner thereof for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in any such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

**ARTICLE IV**

**BOARD OF DIRECTORS**

The Board of Directors shall consist of such number of directors (not less than three) as is fixed from time to time by the By-laws. The By-laws may provide, to the extent permitted by law, that the directors be divided into classes and that the terms of office of directors of each class may be more than one year. A director may be removed from office during the term for which he has been elected only by affirmative vote of two-thirds of the outstanding shares entitled to vote for the election of such director.

**ARTICLE V**

**REGISTERED OFFICE AND AGENT**

The address of the registered office is 507 East Michigan Street, Milwaukee, Wisconsin, and the name of the registered agent at such address is Richard P. Franz.

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# Iowa State University

## Iowa Environmental Mesonet

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## Wind Roses

Scroll down this page for monthly climatologies!

Wind roses are an information packed plot providing frequencies of wind direction and wind speed. A wind rose can quickly indicate the dominant wind directions and the direction of strongest wind speeds. The IEM has generated these wind roses based on our archive. The archive does contain errors and non representative data, so please use care when using these plots. In general, data from the airports is of good quality and representative of the local surrounding area.

### Yearly Climatology:

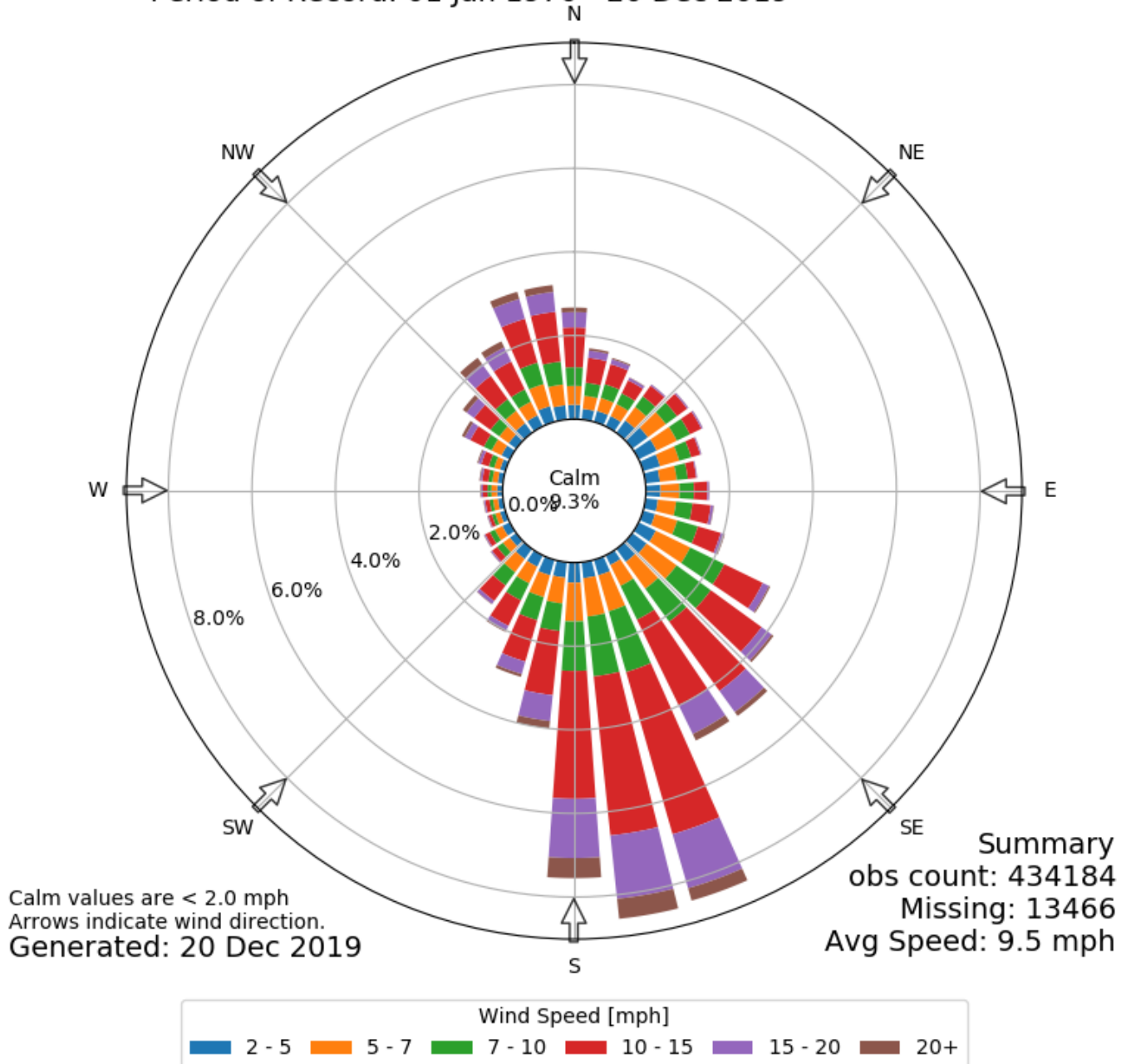
[View raw data](#)



## [DAL] DALLAS/LOVE FIELD

## Windrose Plot [All Year]

Period of Record: 01 Jan 1970 - 20 Dec 2019



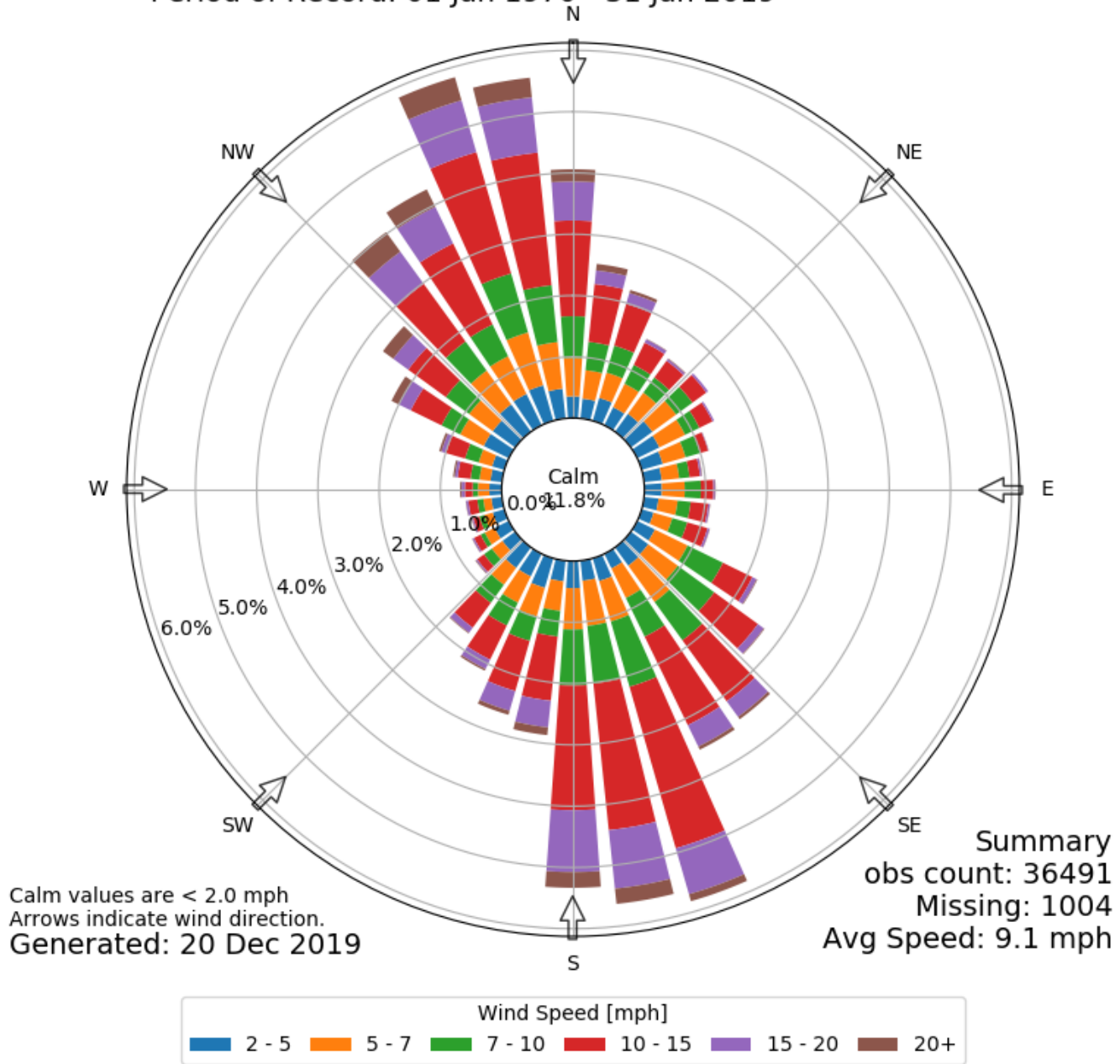
Monthly Climatology: (click thumbnail)

January

[View raw data](#)

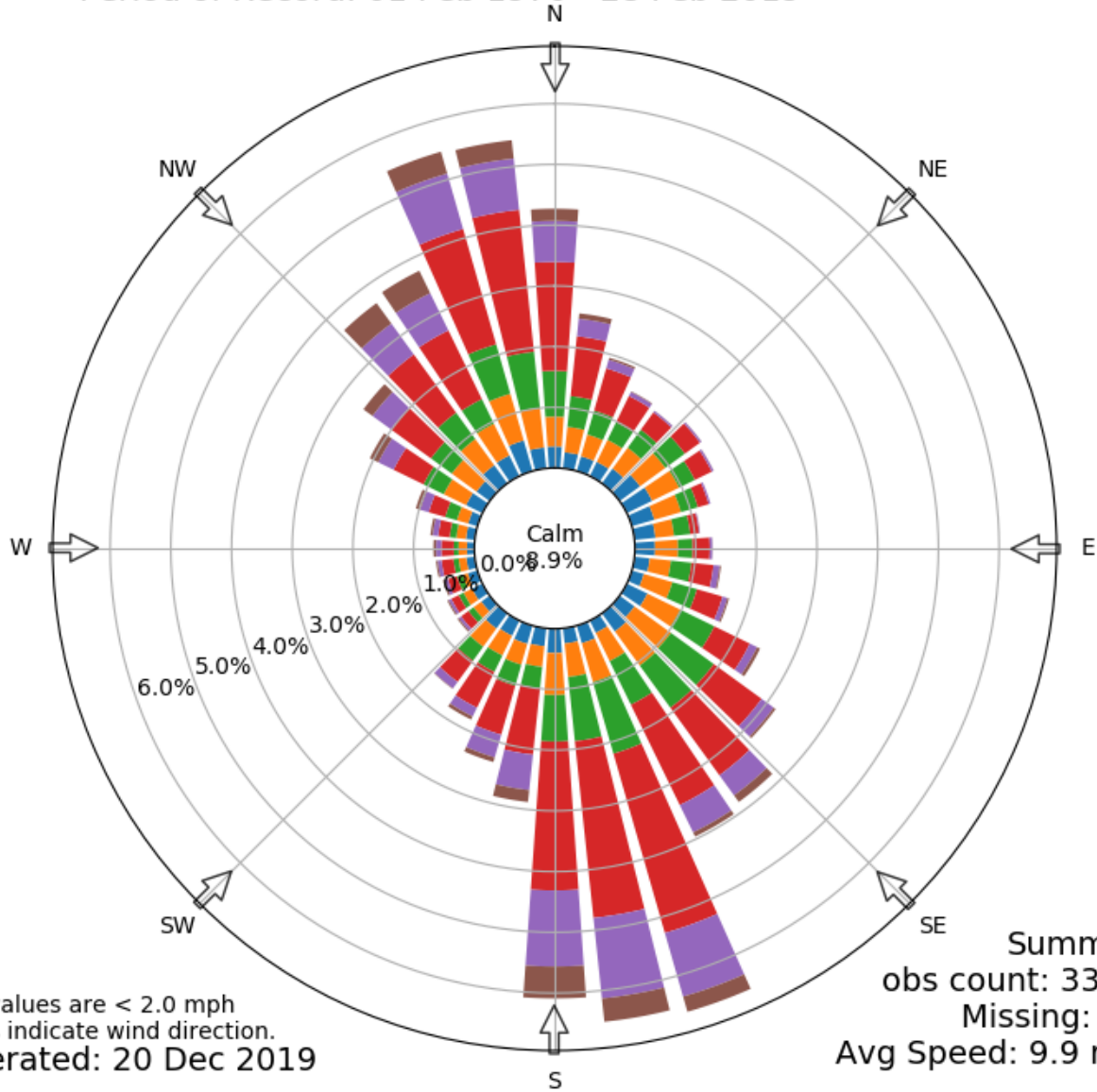


[DAL] DALLAS/LOVE FIELD  
Windrose Plot [Time Domain: Jan,]  
Period of Record: 01 Jan 1970 - 31 Jan 2019

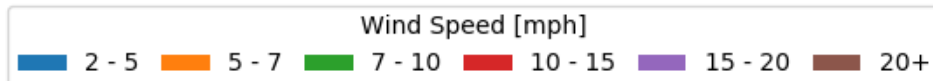
**February**[View raw data](#)



**[DAL] DALLAS/LOVE FIELD**  
**Windrose Plot [Time Domain: Feb,]**  
**Period of Record: 01 Feb 1970 - 28 Feb 2019**



Calm values are < 2.0 mph  
 Arrows indicate wind direction.  
 Generated: 20 Dec 2019

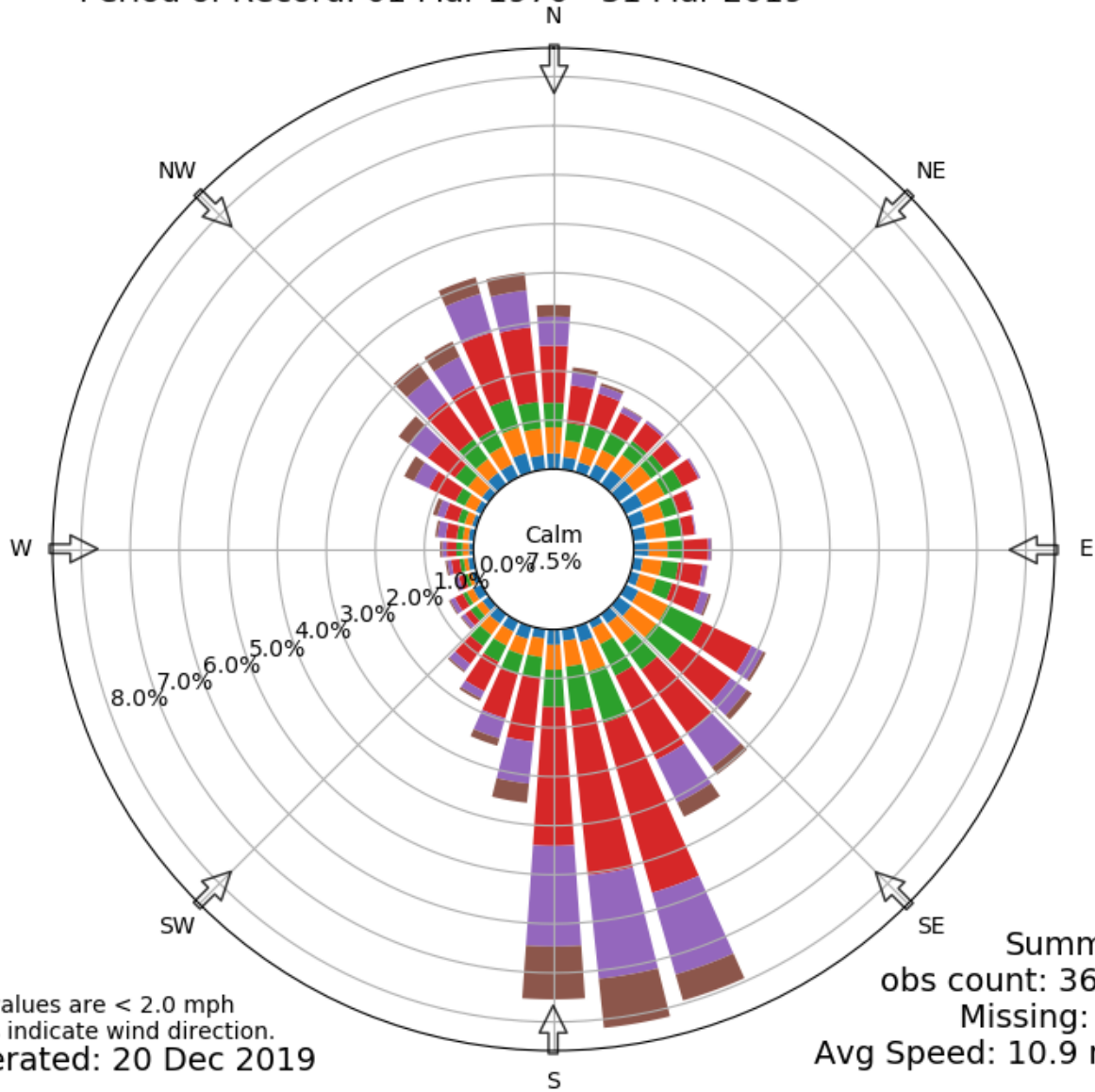


**March**

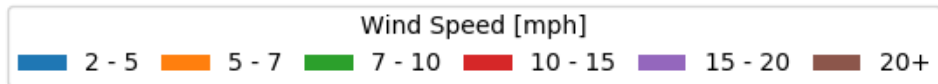
View raw data



**[DAL] DALLAS/LOVE FIELD**  
**Windrose Plot [Time Domain: Mar,]**  
**Period of Record: 01 Mar 1970 - 31 Mar 2019**



Calm values are < 2.0 mph  
 Arrows indicate wind direction.  
 Generated: 20 Dec 2019

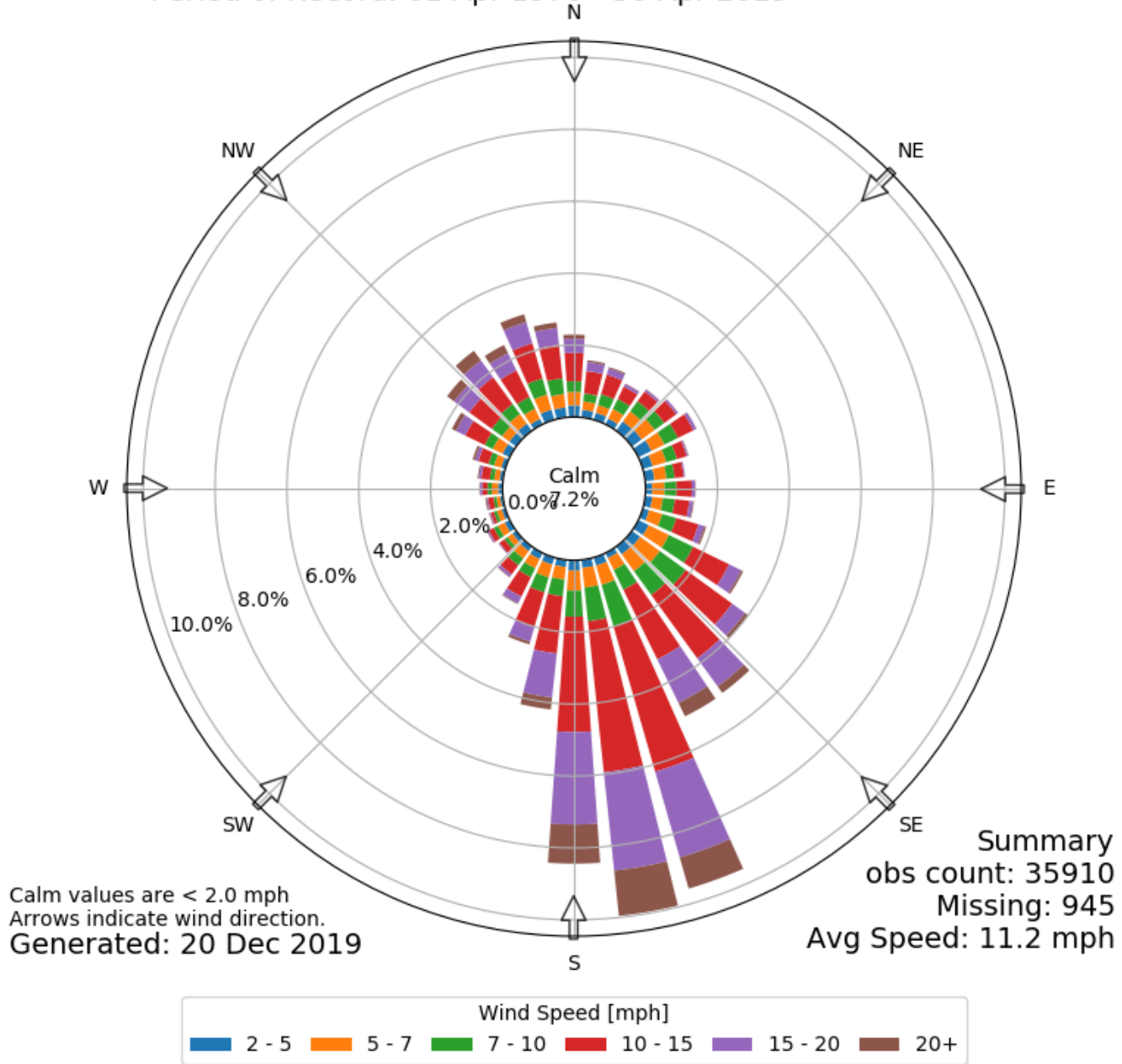


**April**

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[DAL] DALLAS/LOVE FIELD  
Windrose Plot [Time Domain: Apr,]  
Period of Record: 01 Apr 1970 - 30 Apr 2019

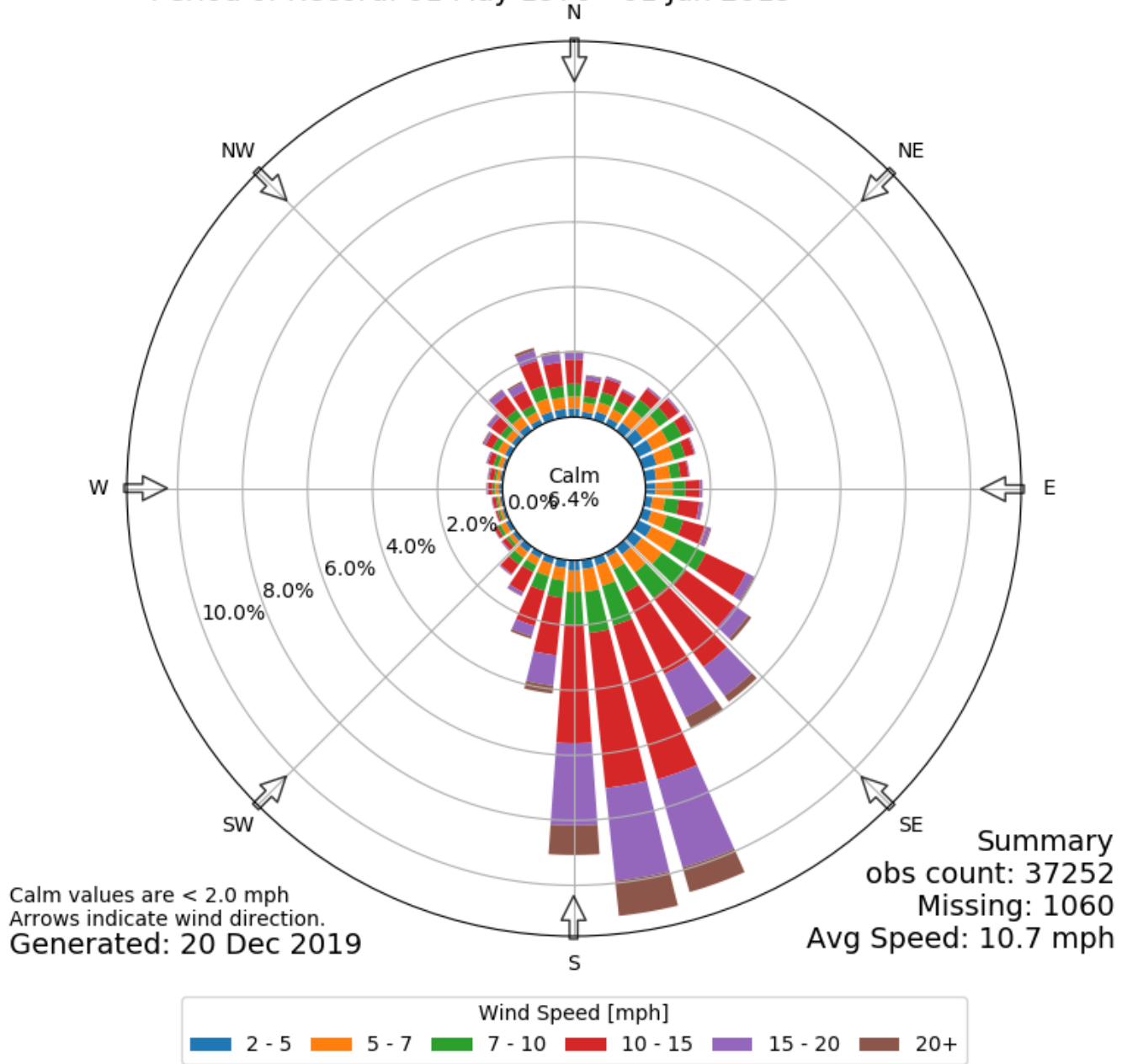


May

View raw data



**[DAL] DALLAS/LOVE FIELD**  
**Windrose Plot [Time Domain: May,]**  
**Period of Record: 01 May 1970 - 01 Jun 2019**

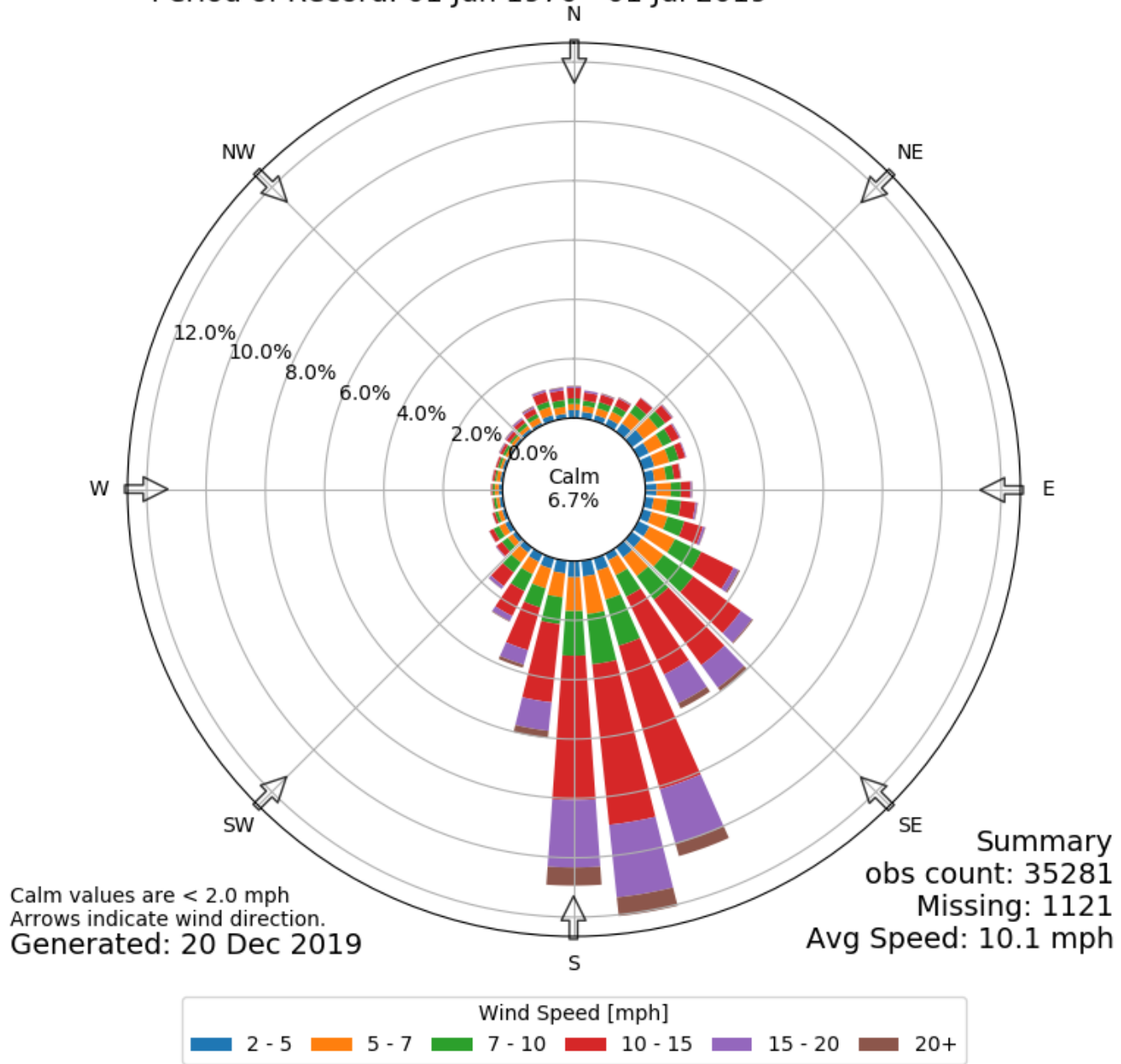


**June**

View raw data



[DAL] DALLAS/LOVE FIELD  
Windrose Plot [Time Domain: Jun,]  
Period of Record: 01 Jun 1970 - 01 Jul 2019

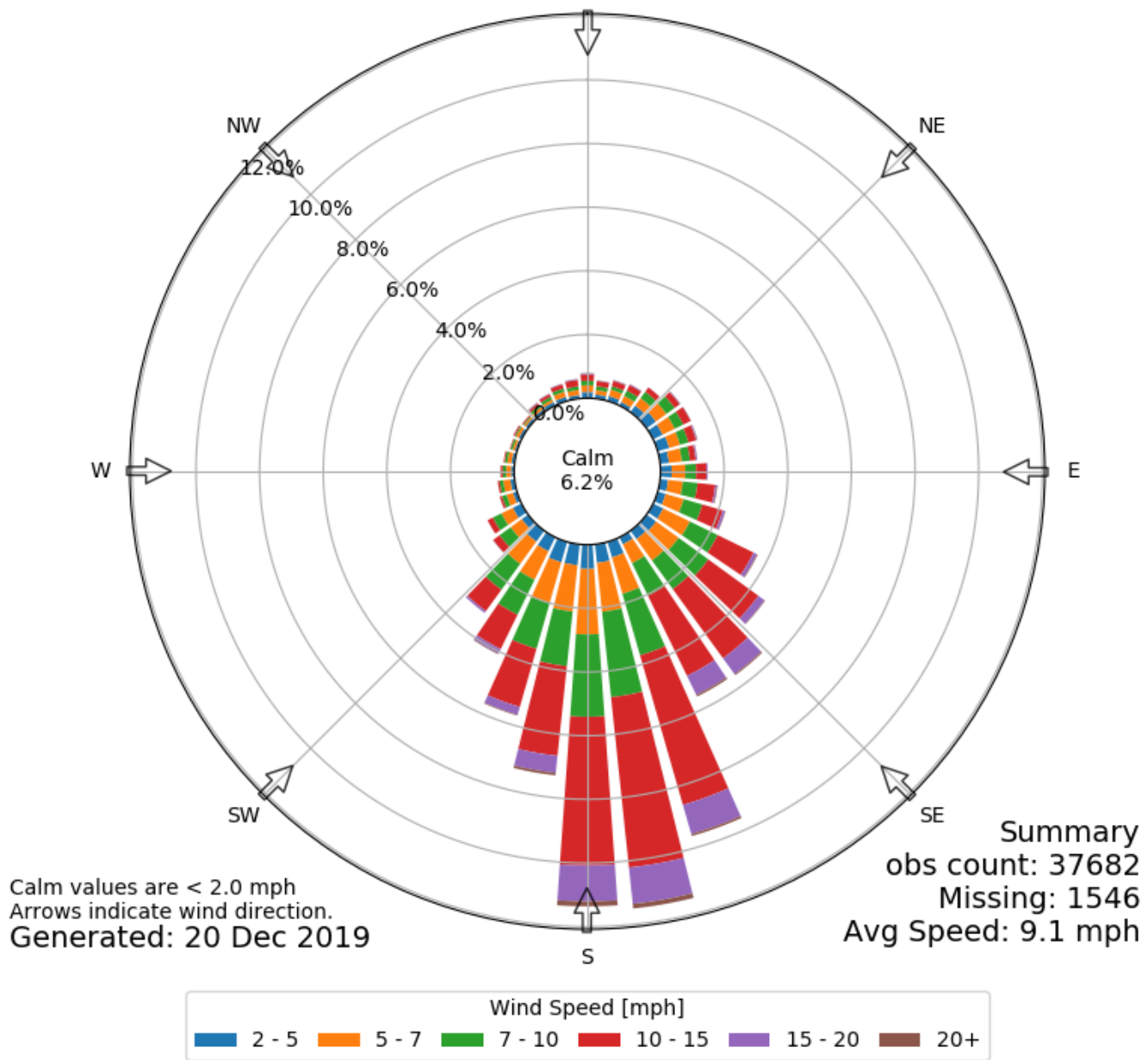


July

[View raw data](#)



[DAL] DALLAS/LOVE FIELD  
Windrose Plot [Time Domain: Jul,]  
Period of Record: 01 Jul 1970 - 01 Aug 2019

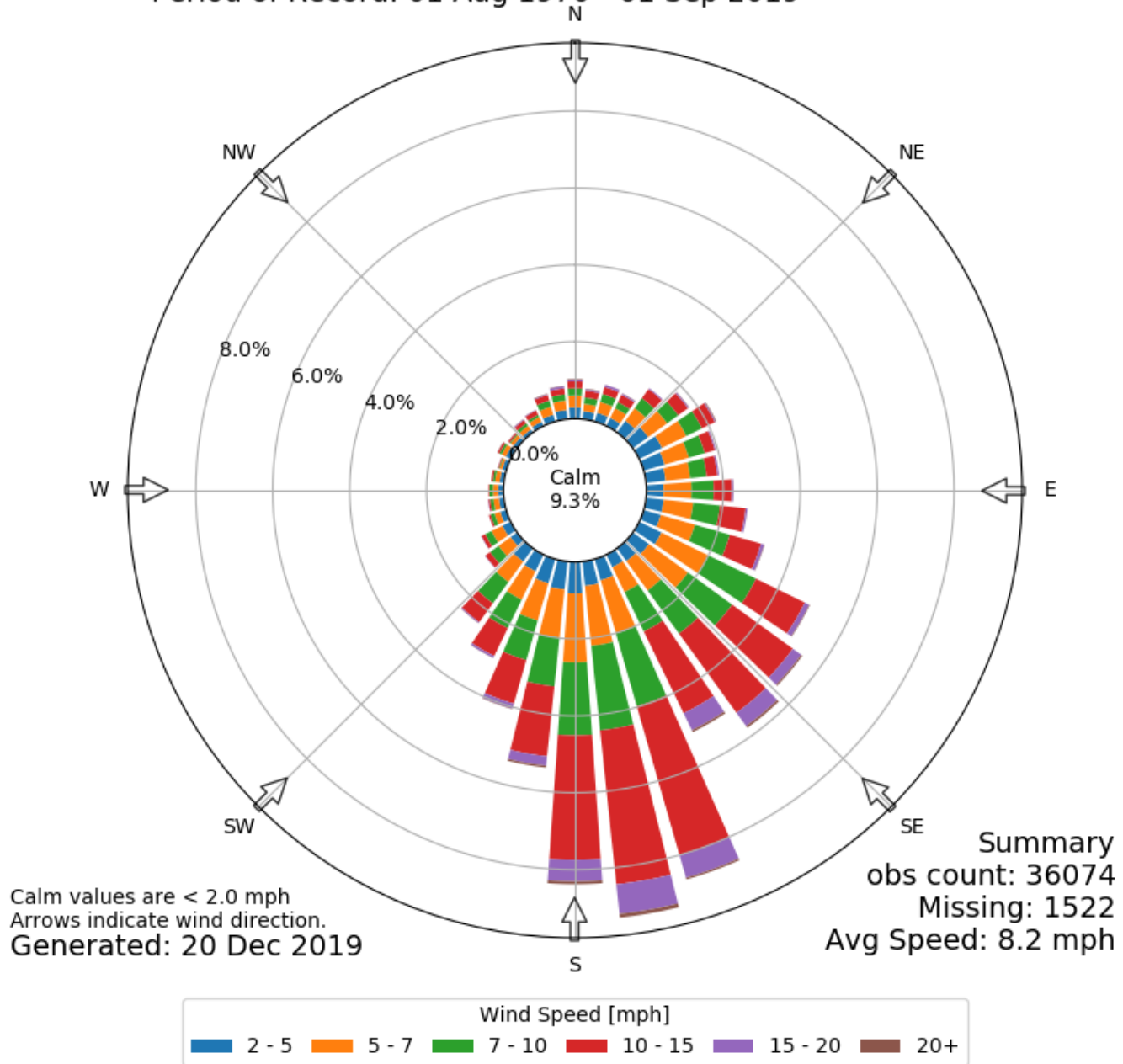


August

[View raw data](#)



[DAL] DALLAS/LOVE FIELD  
Windrose Plot [Time Domain: Aug,]  
Period of Record: 01 Aug 1970 - 01 Sep 2019

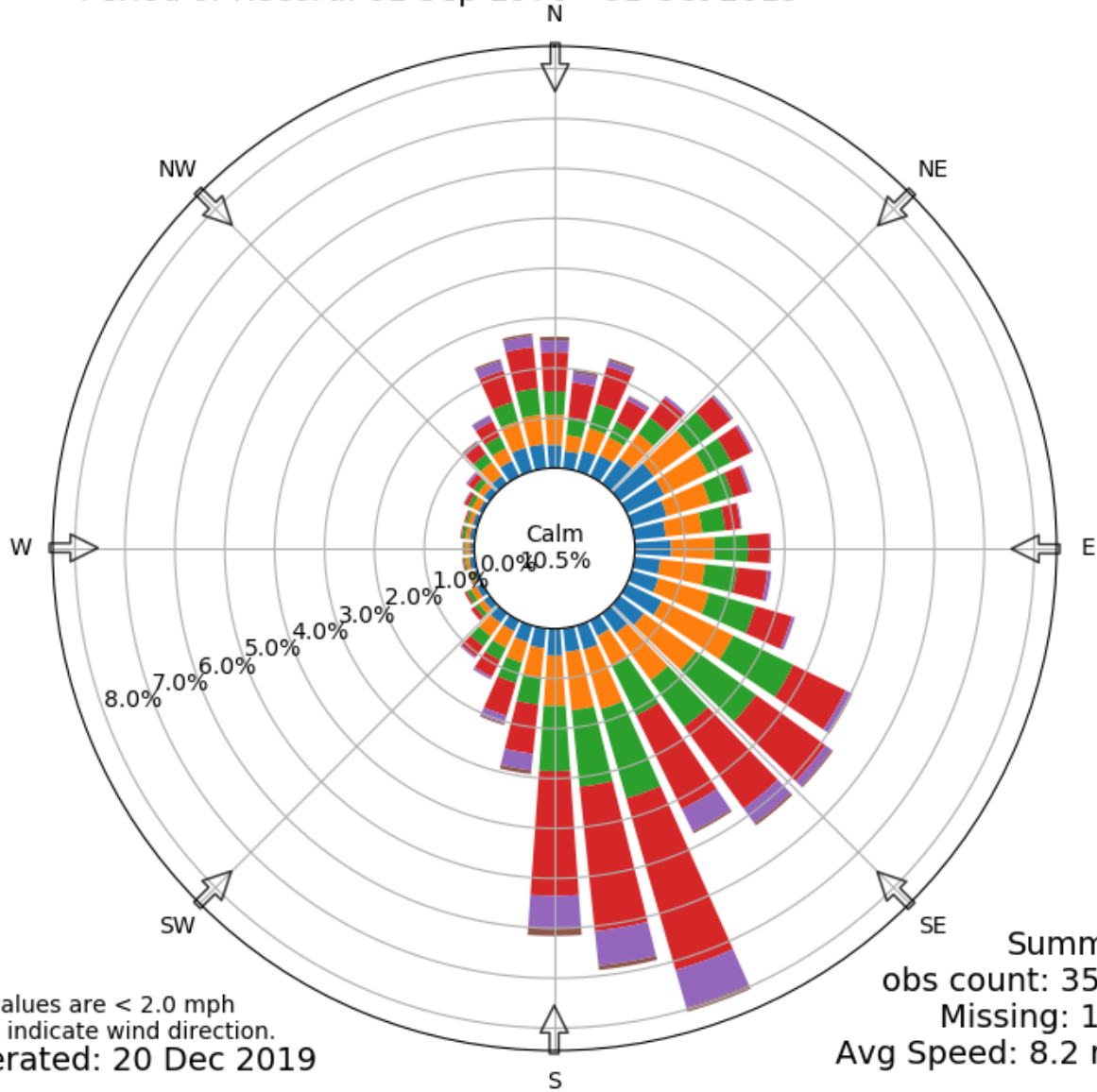


September

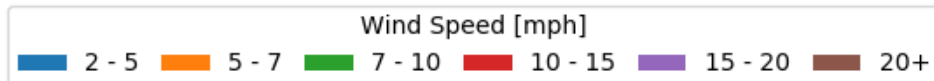
[View raw data](#)



**[DAL] DALLAS/LOVE FIELD**  
**Windrose Plot [Time Domain: Sep,]**  
**Period of Record: 01 Sep 1970 - 01 Oct 2019**



Calm values are < 2.0 mph  
 Arrows indicate wind direction.  
 Generated: 20 Dec 2019

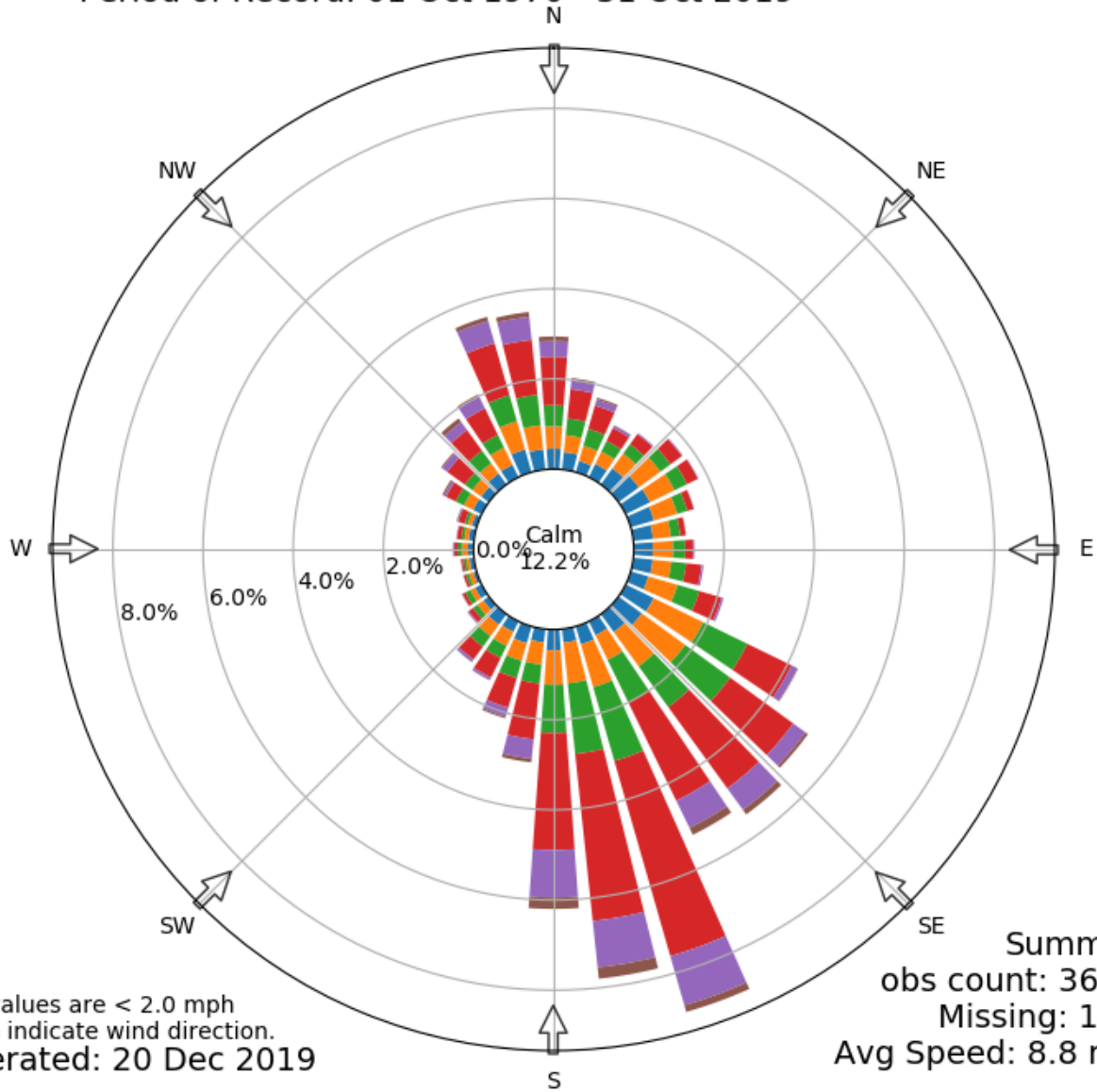


October

[View raw data](#)

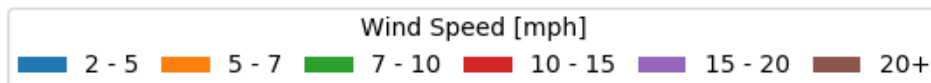


[DAL] DALLAS/LOVE FIELD  
Windrose Plot [Time Domain: Oct,]  
Period of Record: 01 Oct 1970 - 31 Oct 2019



Calm values are < 2.0 mph  
Arrows indicate wind direction.  
Generated: 20 Dec 2019

Summary  
obs count: 36799  
Missing: 1092  
Avg Speed: 8.8 mph

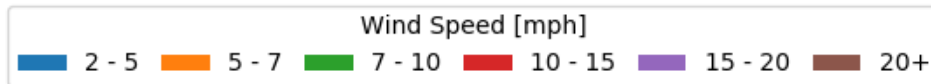
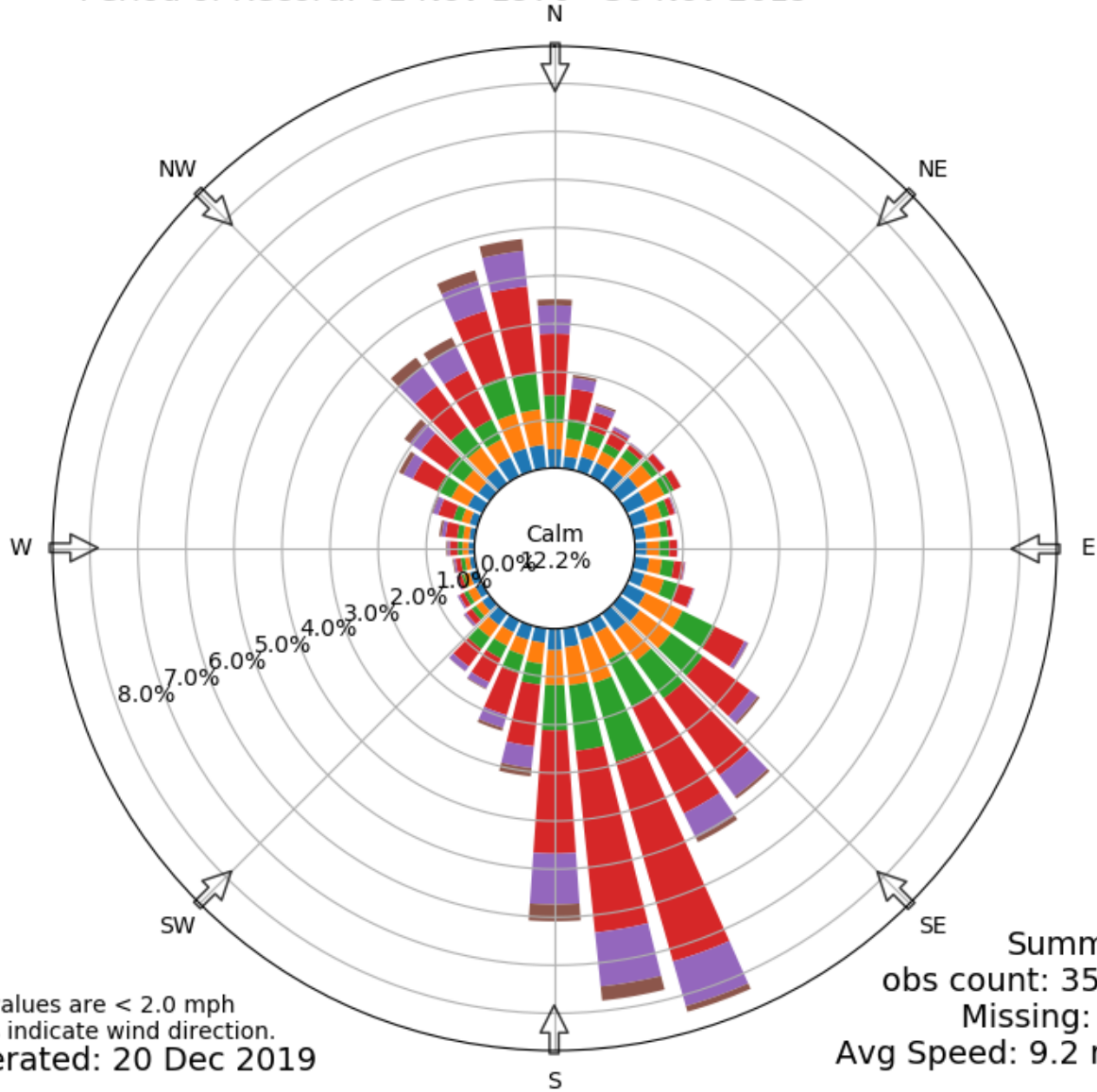


November

[View raw data](#)



[DAL] DALLAS/LOVE FIELD  
Windrose Plot [Time Domain: Nov,]  
Period of Record: 01 Nov 1970 - 30 Nov 2019

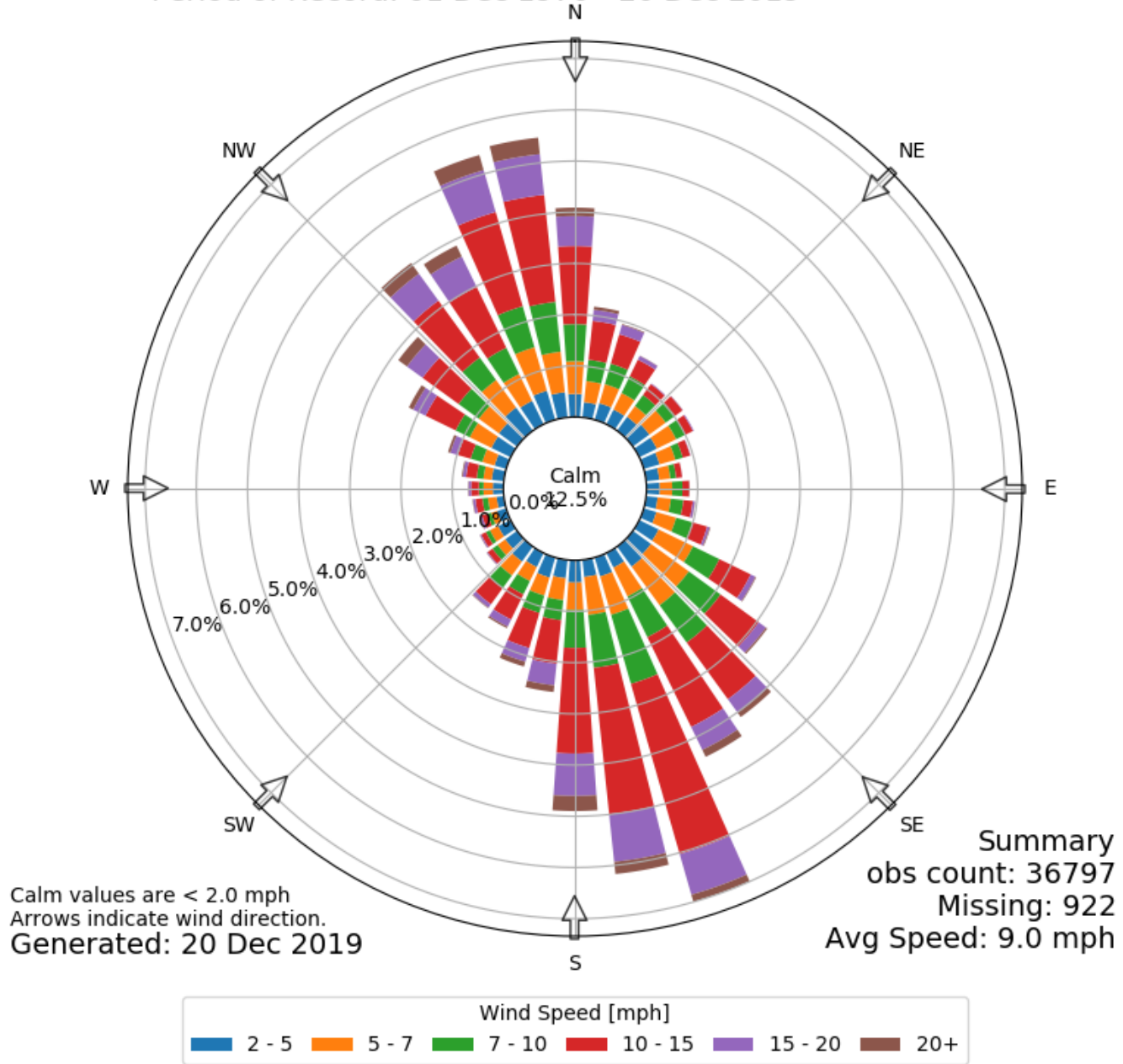


December

[View raw data](#)



[DAL] DALLAS/LOVE FIELD  
Windrose Plot [Time Domain: Dec,]  
Period of Record: 01 Dec 1970 - 20 Dec 2019



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# Iowa State University

## Iowa Environmental Mesonet

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## Wind Roses

Scroll down this page for monthly climatologies!

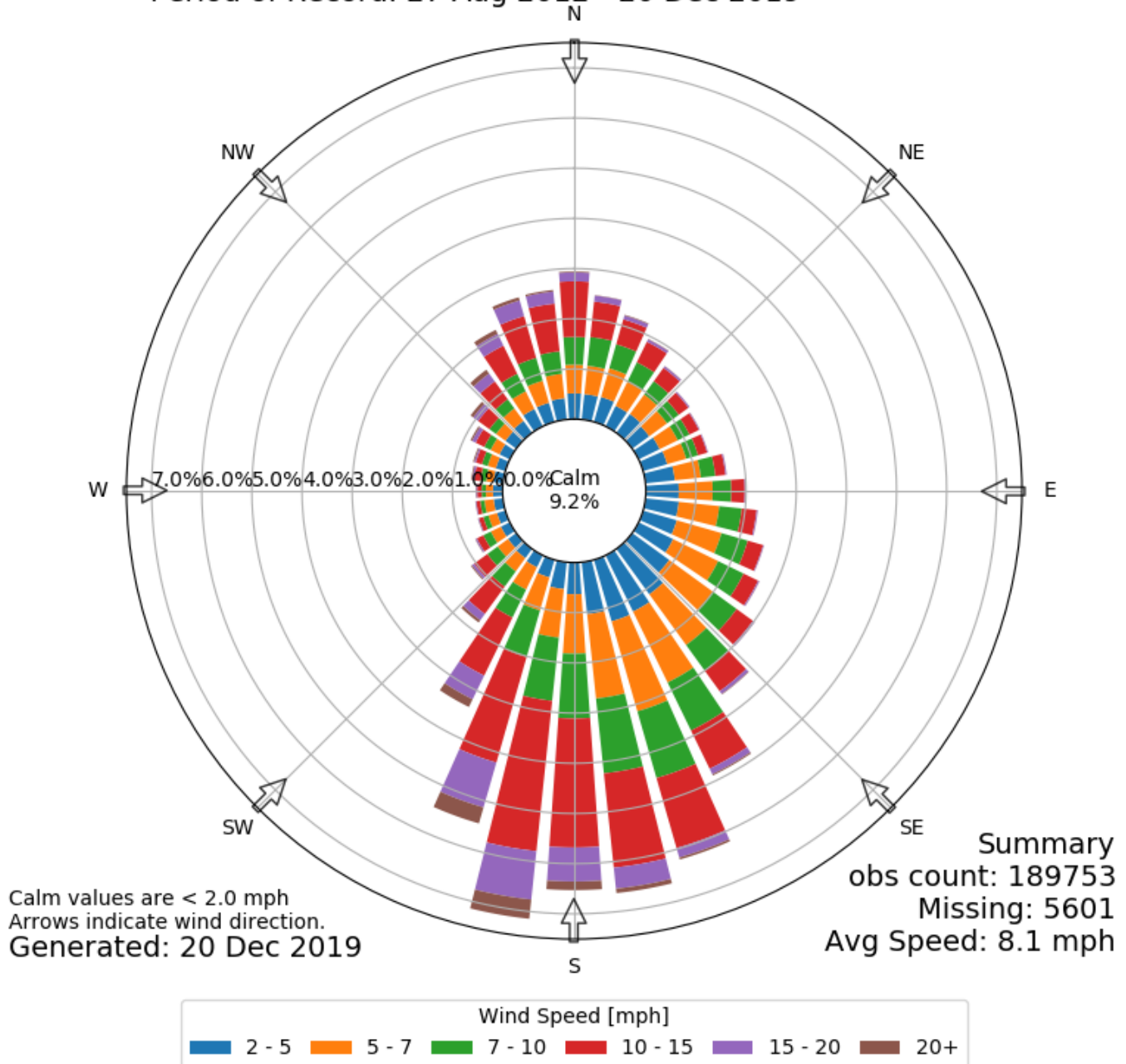
Wind roses are an information packed plot providing frequencies of wind direction and wind speed. A wind rose can quickly indicate the dominant wind directions and the direction of strongest wind speeds. The IEM has generated these wind roses based on our archive. The archive does contain errors and non representative data, so please use care when using these plots. In general, data from the airports is of good quality and representative of the local surrounding area.

### Yearly Climatology:

[View raw data](#)



[F46] Rockwall  
Windrose Plot [All Year]  
Period of Record: 27 Aug 2012 - 20 Dec 2019



Monthly Climatology: (click thumbnail)

January

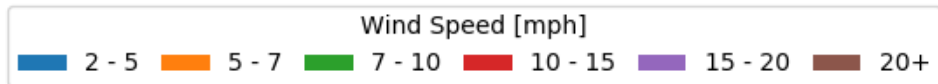
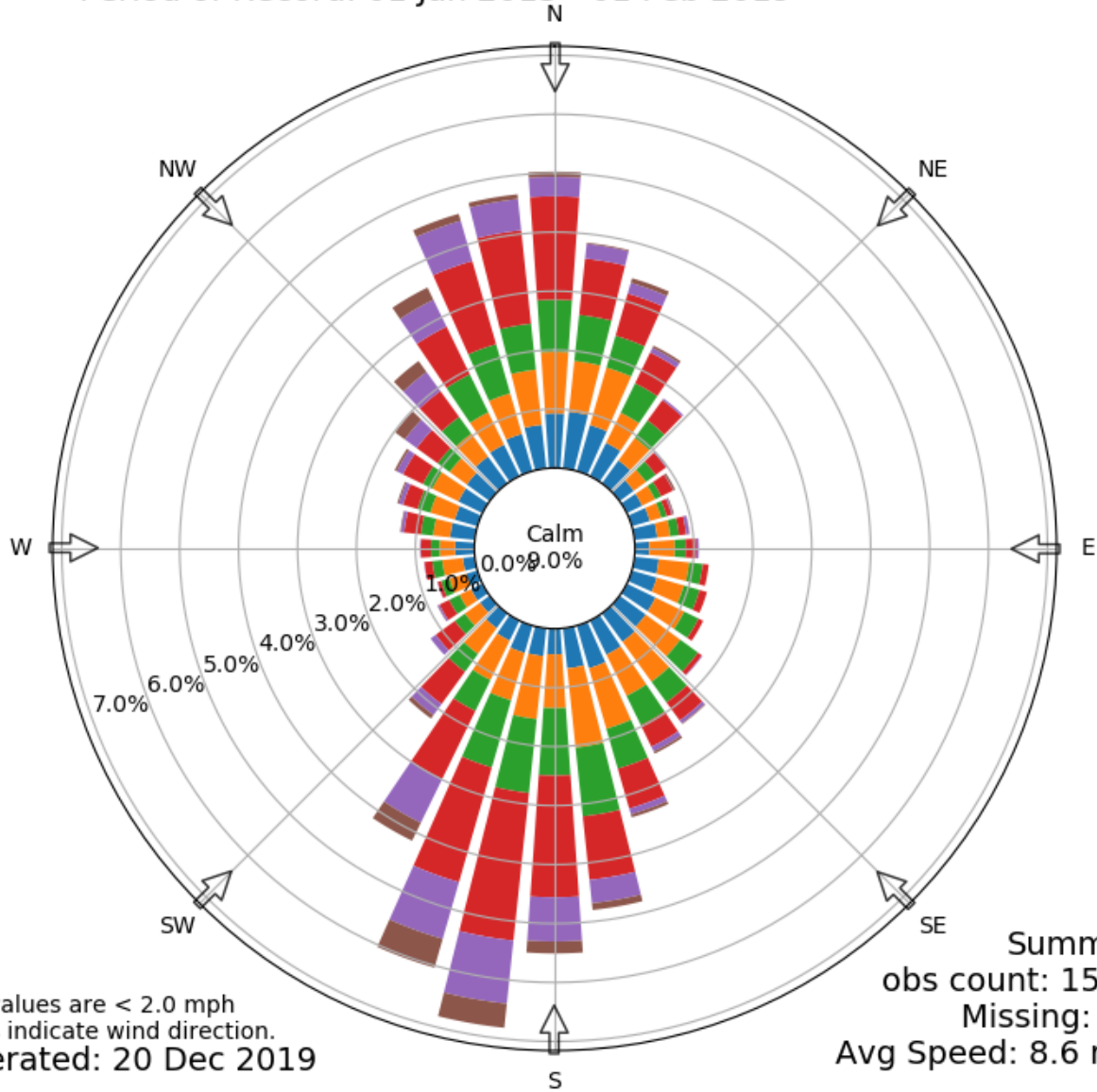
View raw data



[F46] Rockwall

Windrose Plot [Time Domain: Jan,]

Period of Record: 01 Jan 2013 - 01 Feb 2019

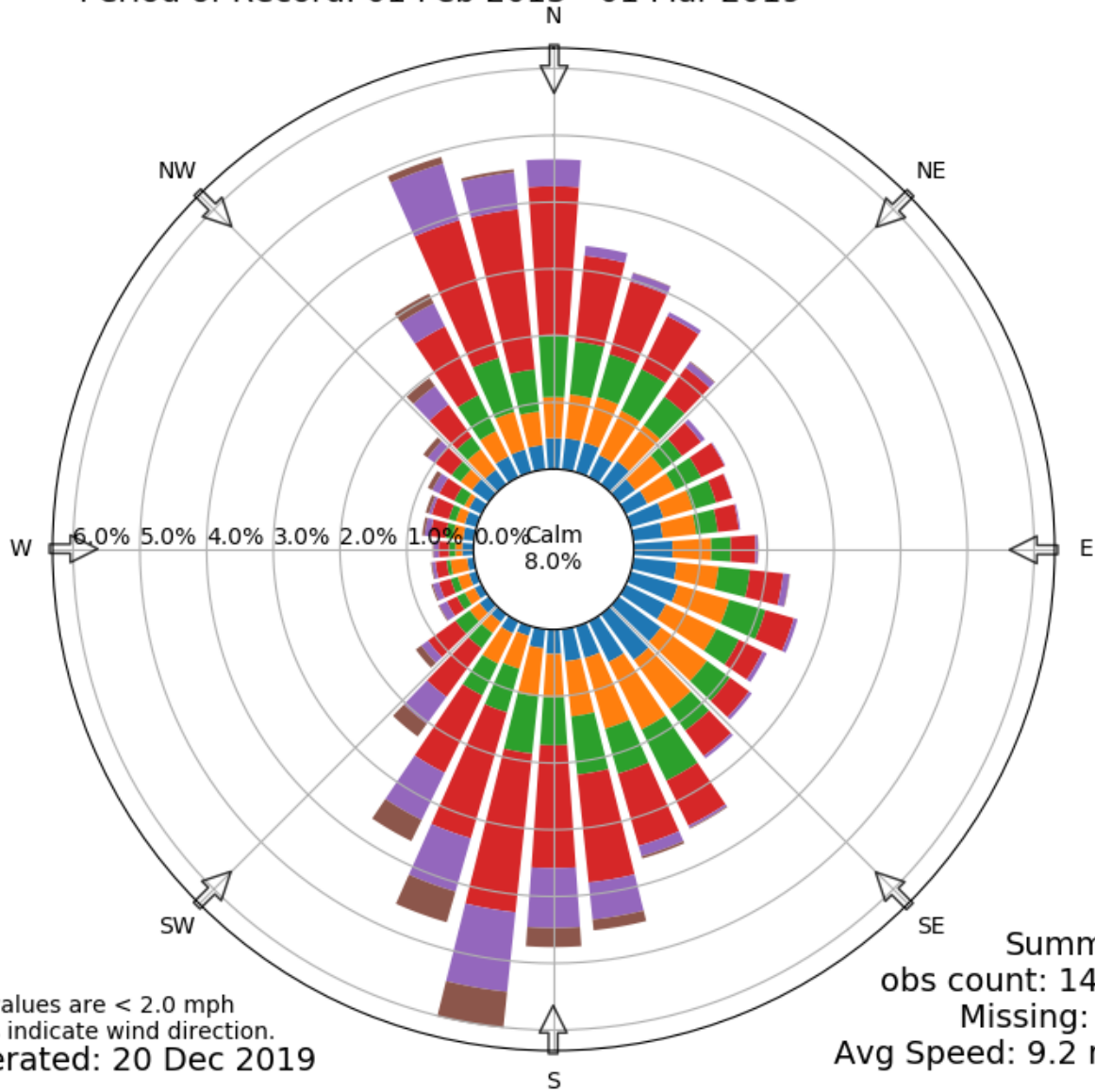


February

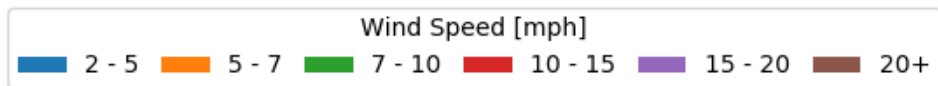
[View raw data](#)



[F46] Rockwall  
Windrose Plot [Time Domain: Feb,]  
Period of Record: 01 Feb 2013 - 01 Mar 2019



Calm values are < 2.0 mph  
Arrows indicate wind direction.  
Generated: 20 Dec 2019

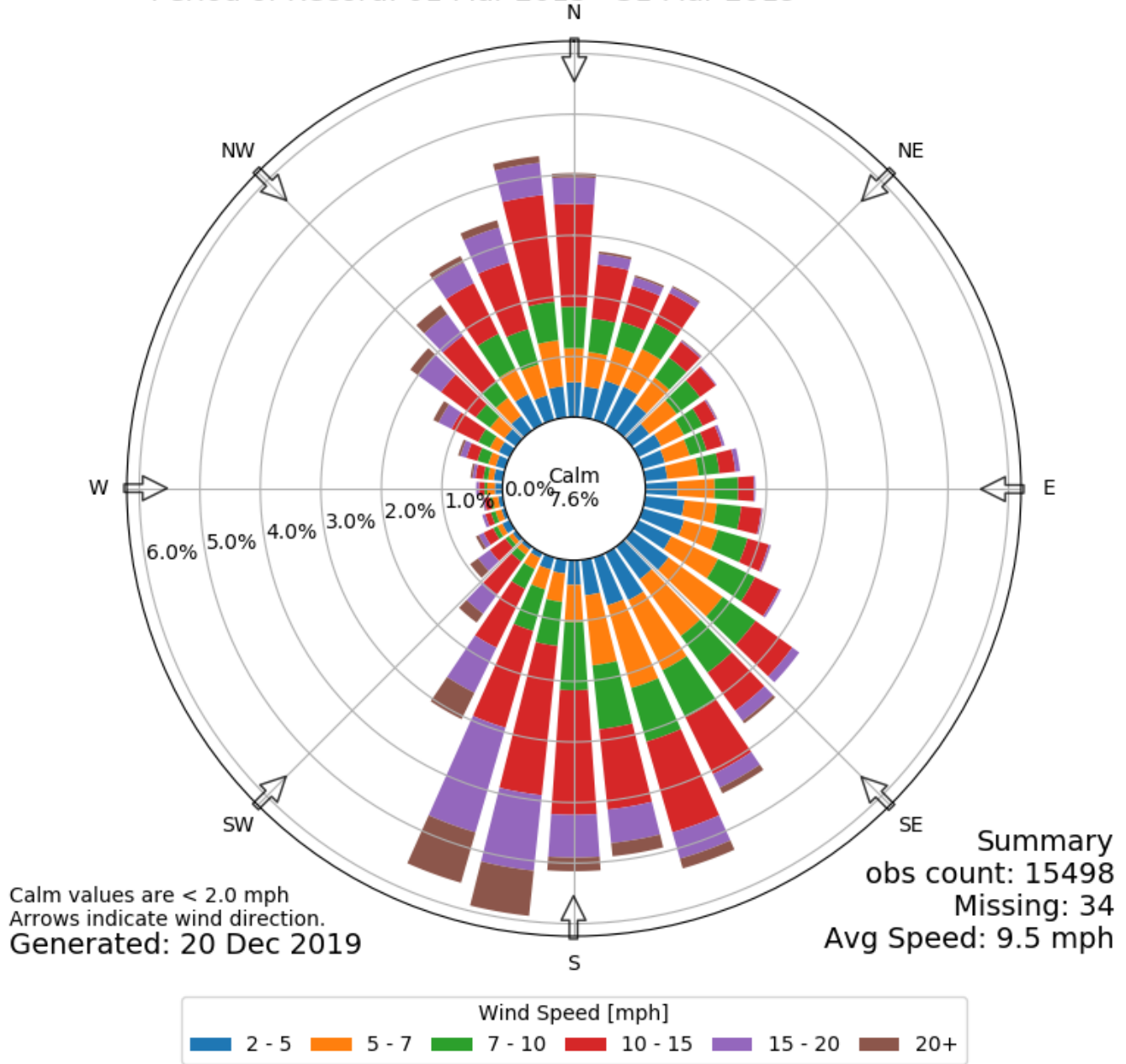


March

View raw data



[F46] Rockwall  
Windrose Plot [Time Domain: Mar,]  
Period of Record: 01 Mar 2013 - 31 Mar 2019

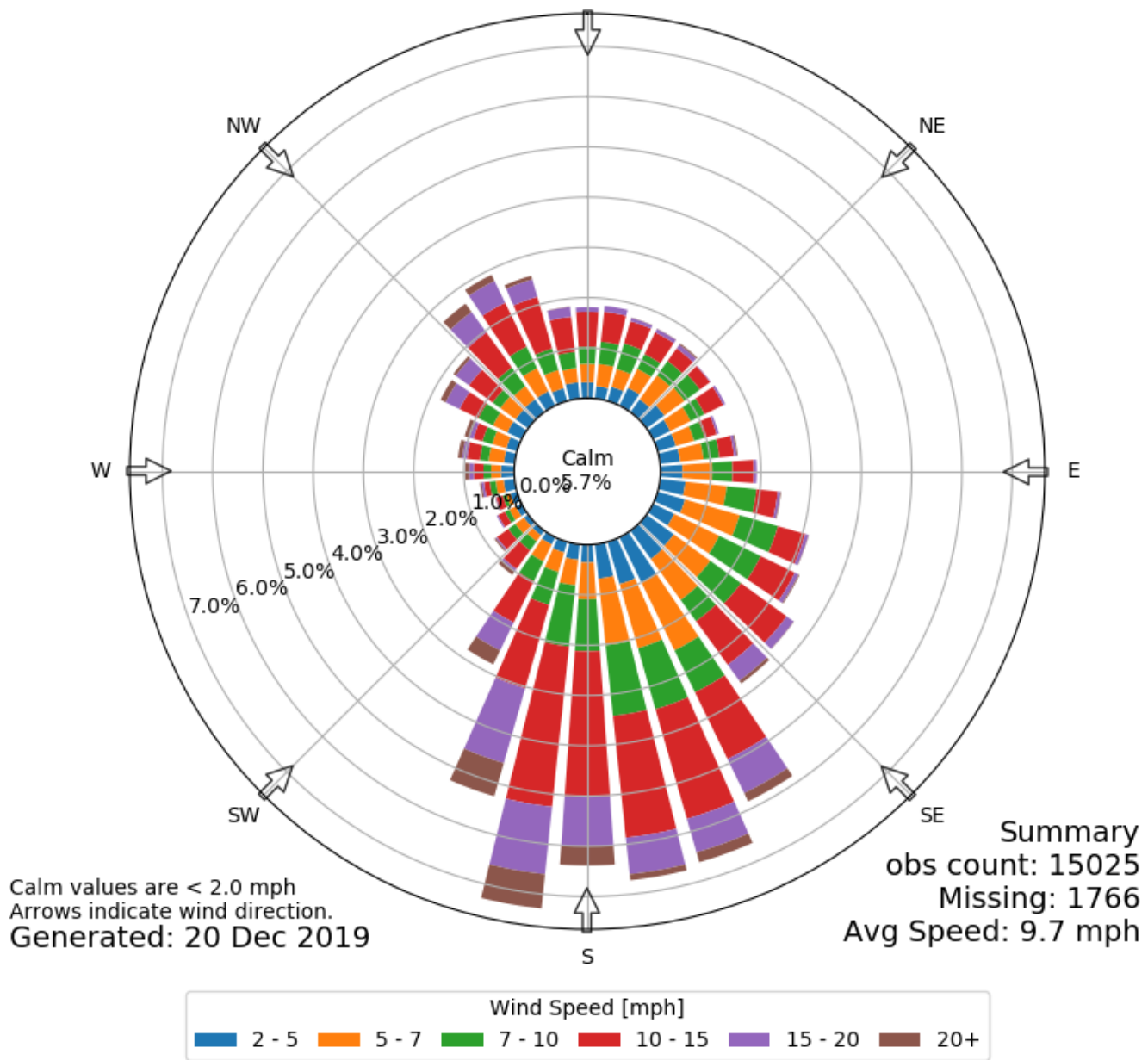


April

[View raw data](#)



[F46] Rockwall  
Windrose Plot [Time Domain: Apr,]  
Period of Record: 01 Apr 2013 - 01 May 2019

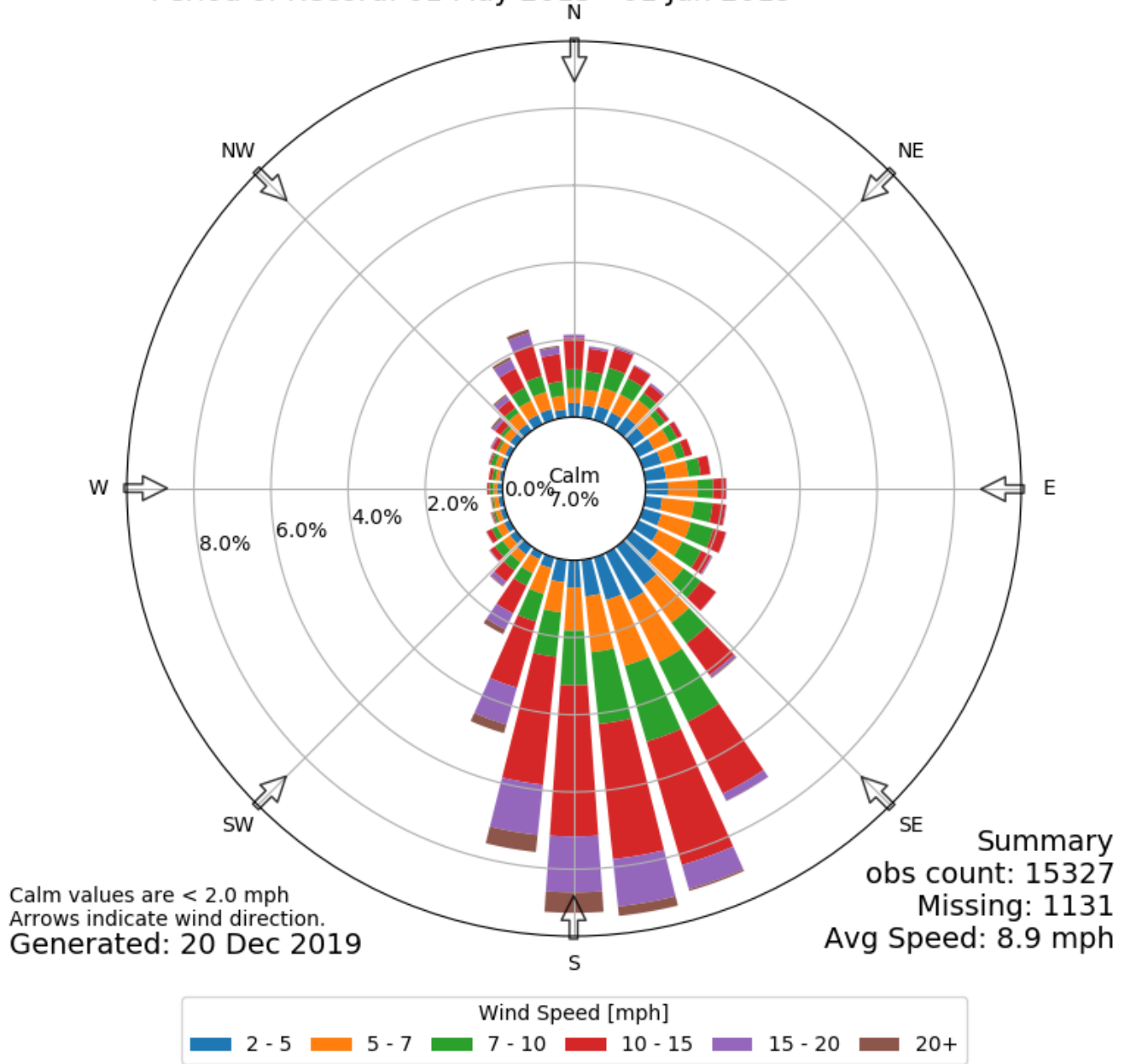


May

View raw data



[F46] Rockwall  
Windrose Plot [Time Domain: May,]  
Period of Record: 01 May 2013 - 01 Jun 2019

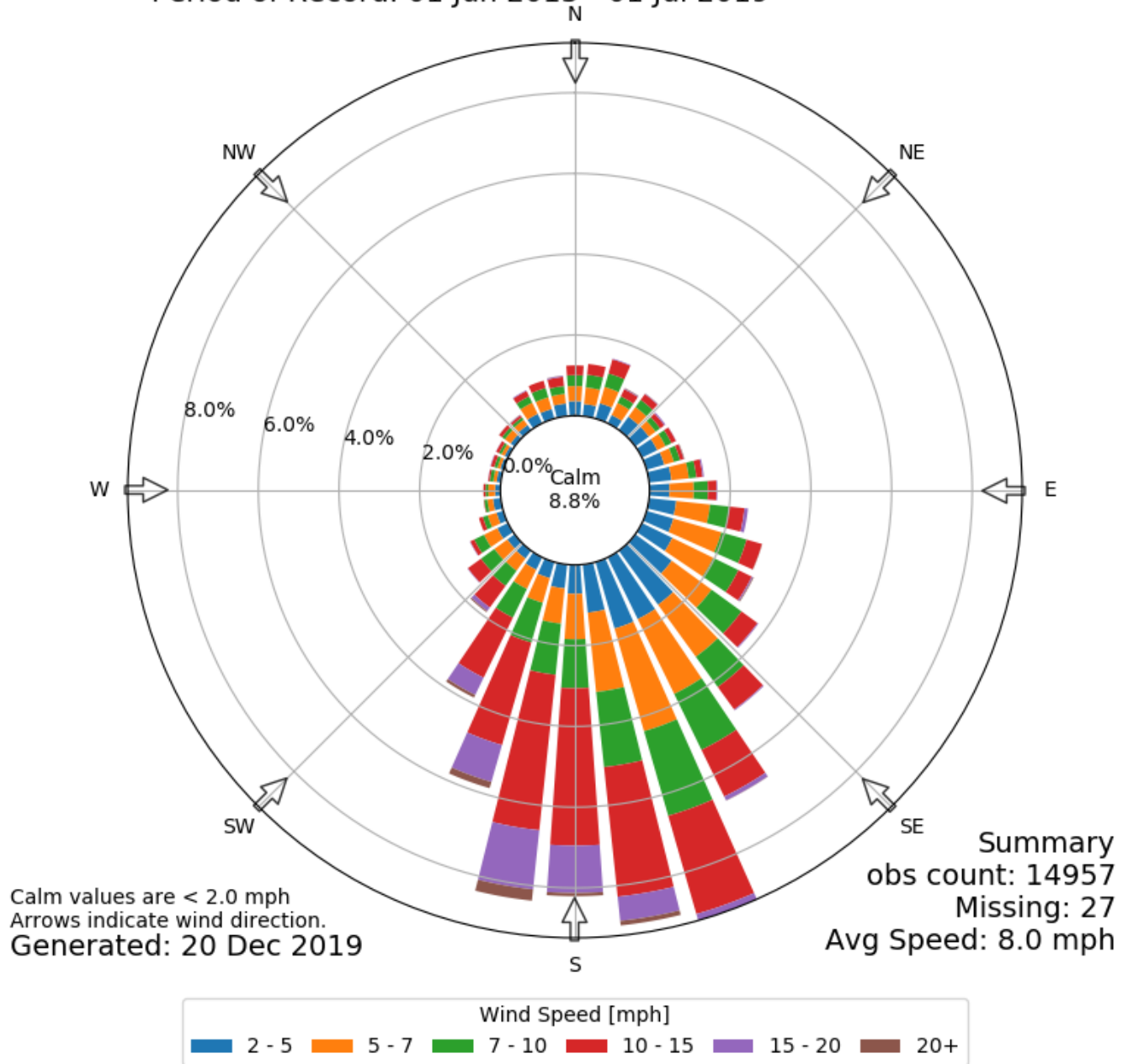


June

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[F46] Rockwall  
Windrose Plot [Time Domain: Jun,]  
Period of Record: 01 Jun 2013 - 01 Jul 2019

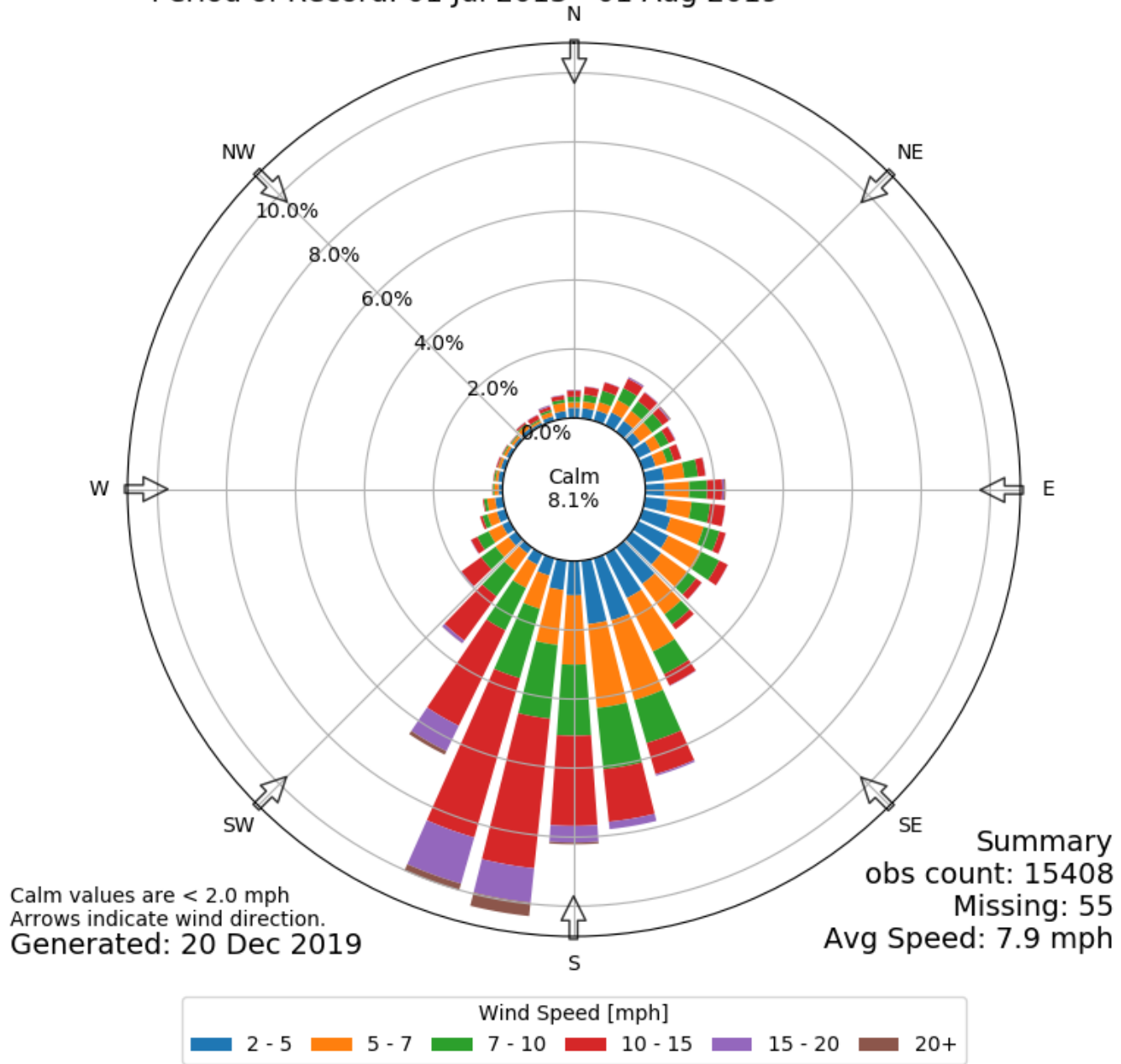


July

[View raw data](#)



[F46] Rockwall  
Windrose Plot [Time Domain: Jul,]  
Period of Record: 01 Jul 2013 - 01 Aug 2019

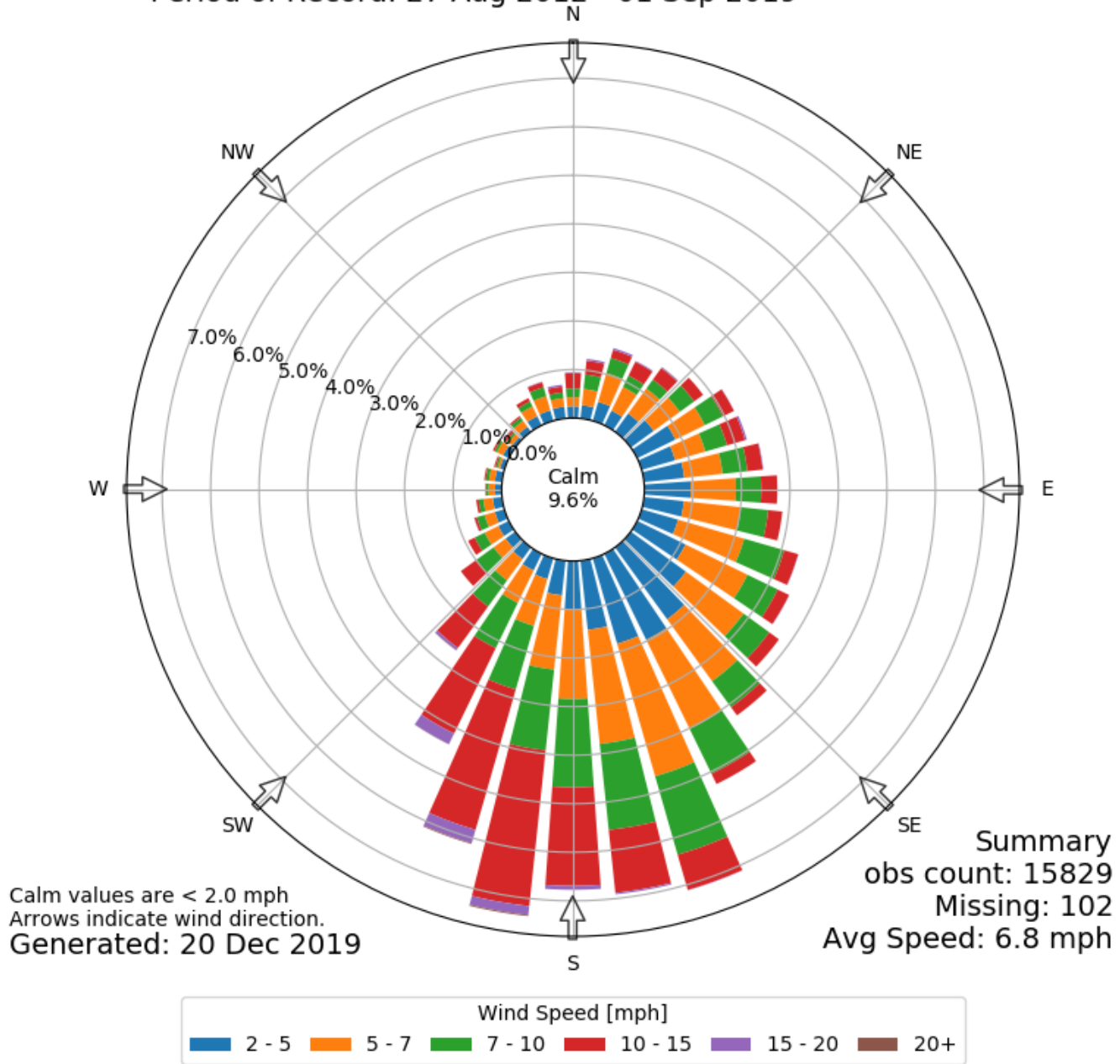


August

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[F46] Rockwall  
Windrose Plot [Time Domain: Aug,]  
Period of Record: 27 Aug 2012 - 01 Sep 2019

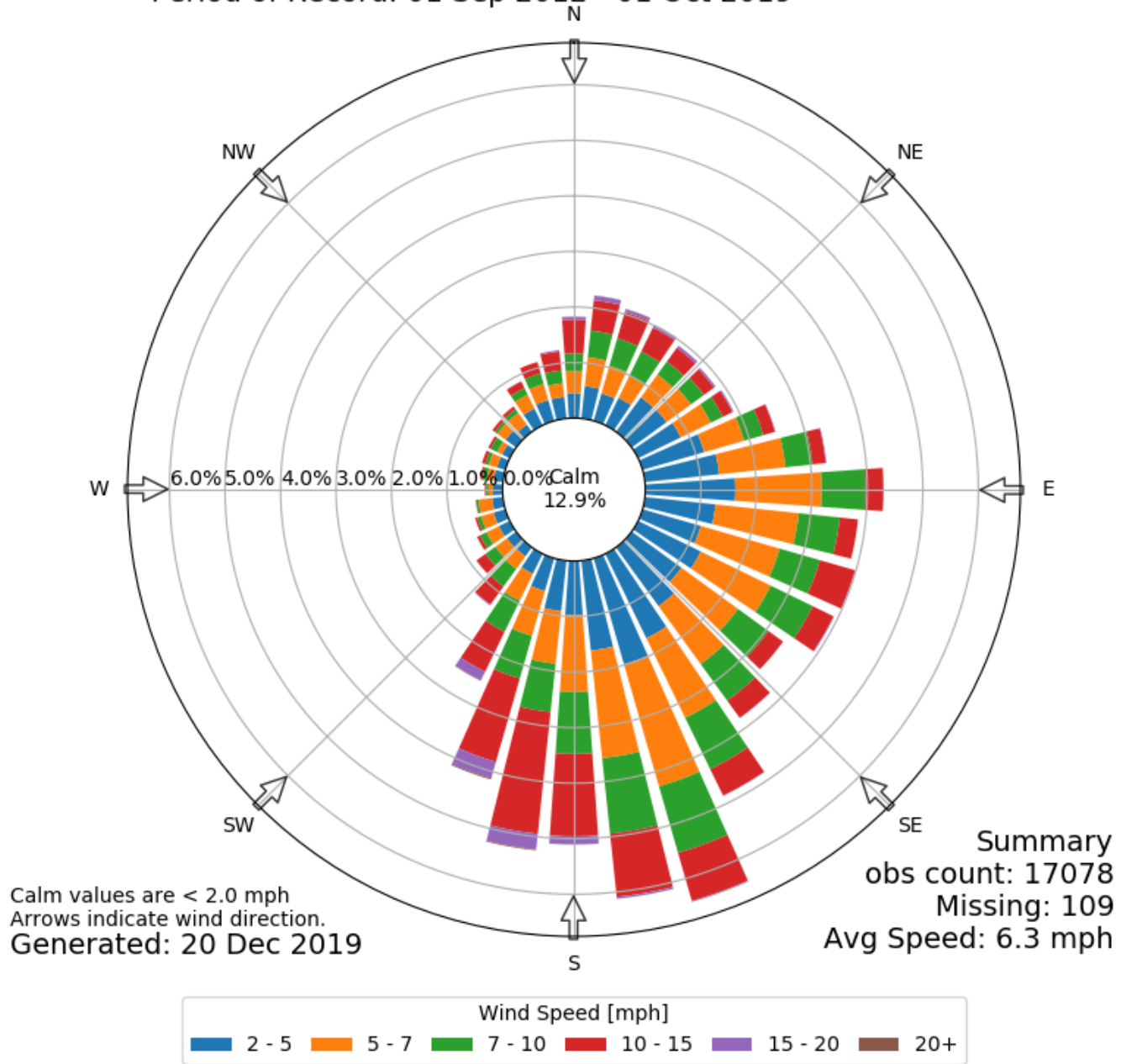


September

View raw data



[F46] Rockwall  
Windrose Plot [Time Domain: Sep,]  
Period of Record: 01 Sep 2012 - 01 Oct 2019

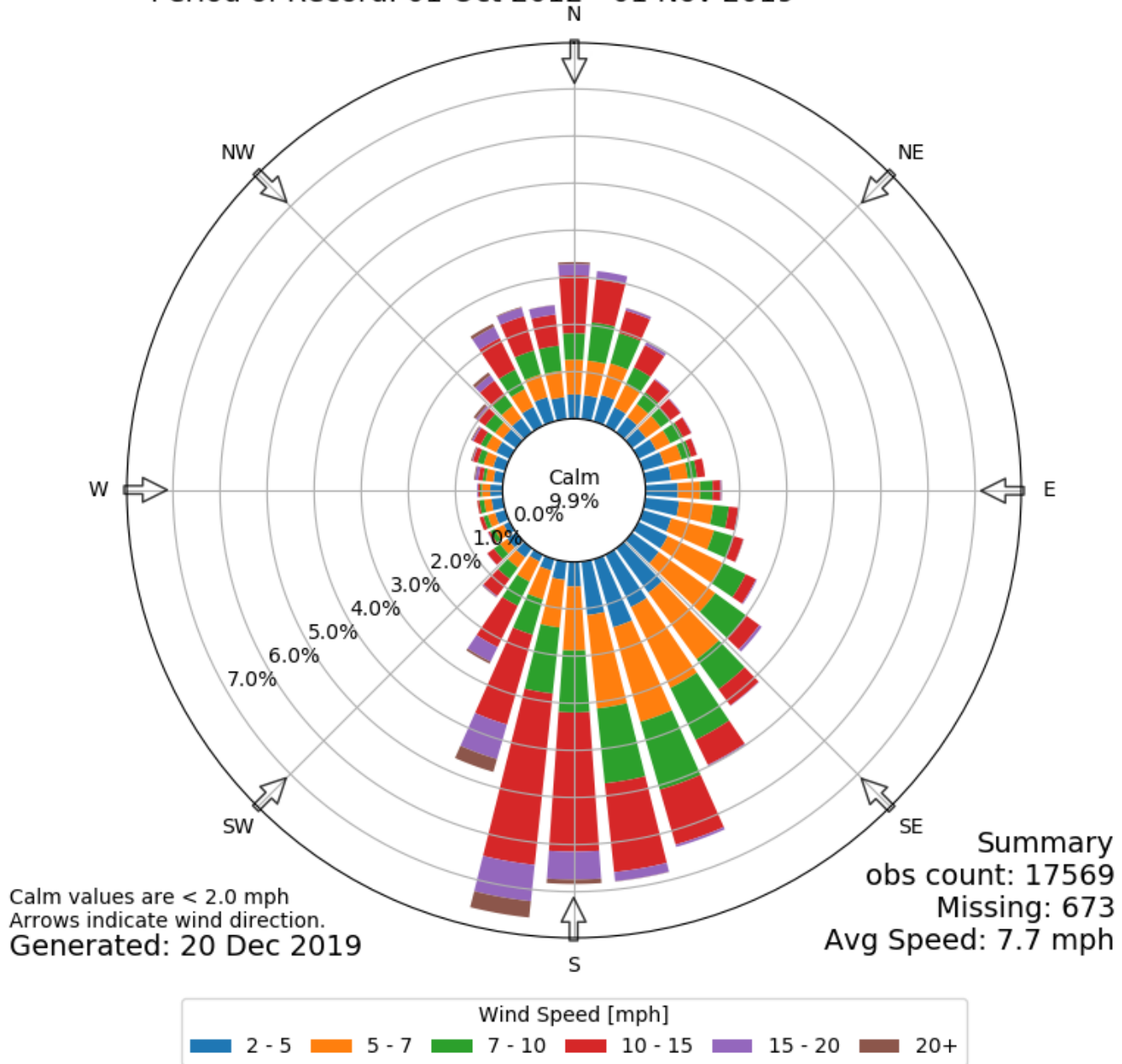


October

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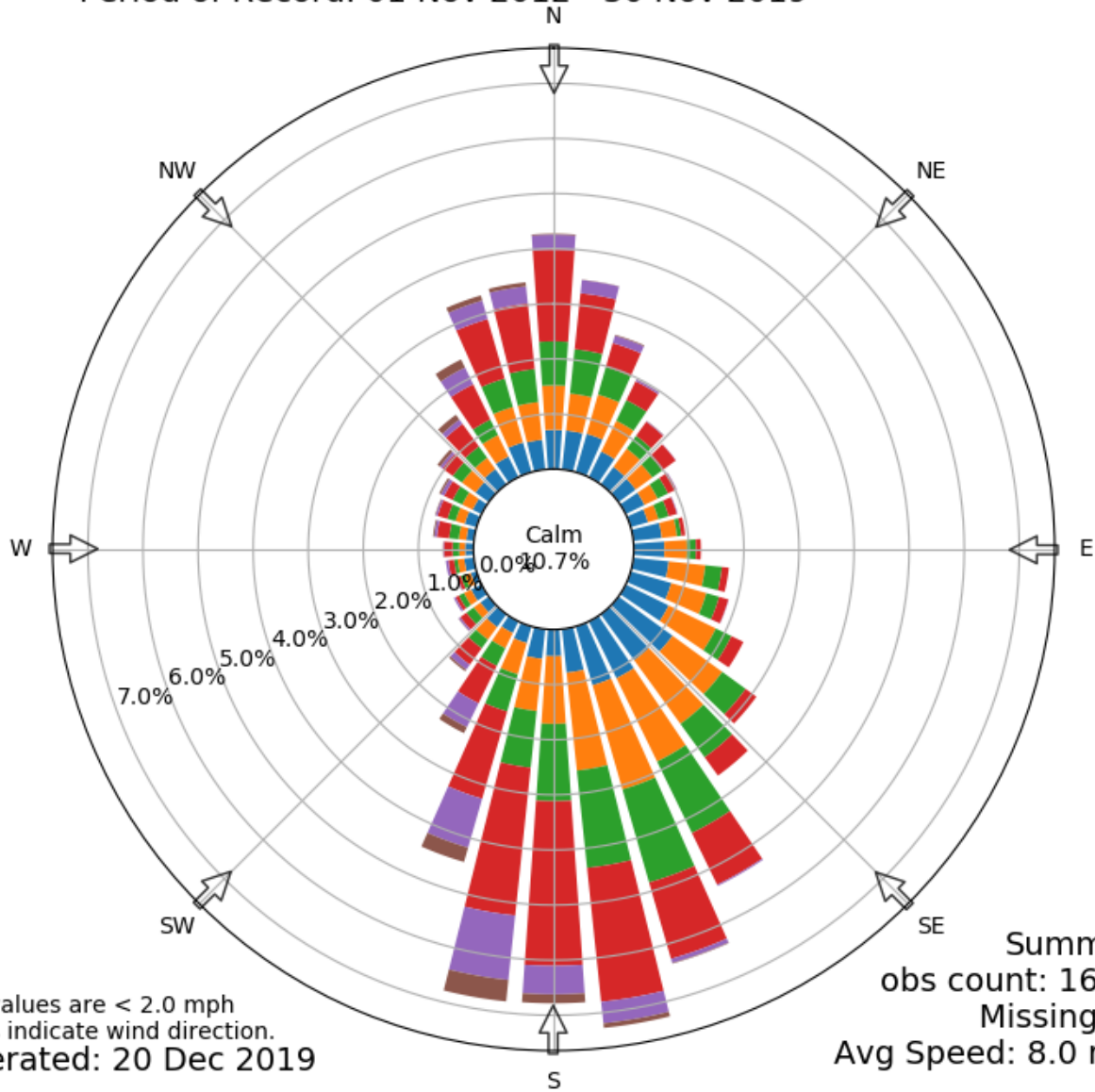


[F46] Rockwall  
Windrose Plot [Time Domain: Oct,]  
Period of Record: 01 Oct 2012 - 01 Nov 2019

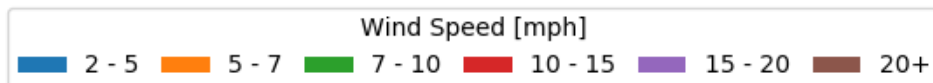
**November**[View raw data](#)



[F46] Rockwall  
Windrose Plot [Time Domain: Nov,]  
Period of Record: 01 Nov 2012 - 30 Nov 2019



Calm values are < 2.0 mph  
Arrows indicate wind direction.  
Generated: 20 Dec 2019

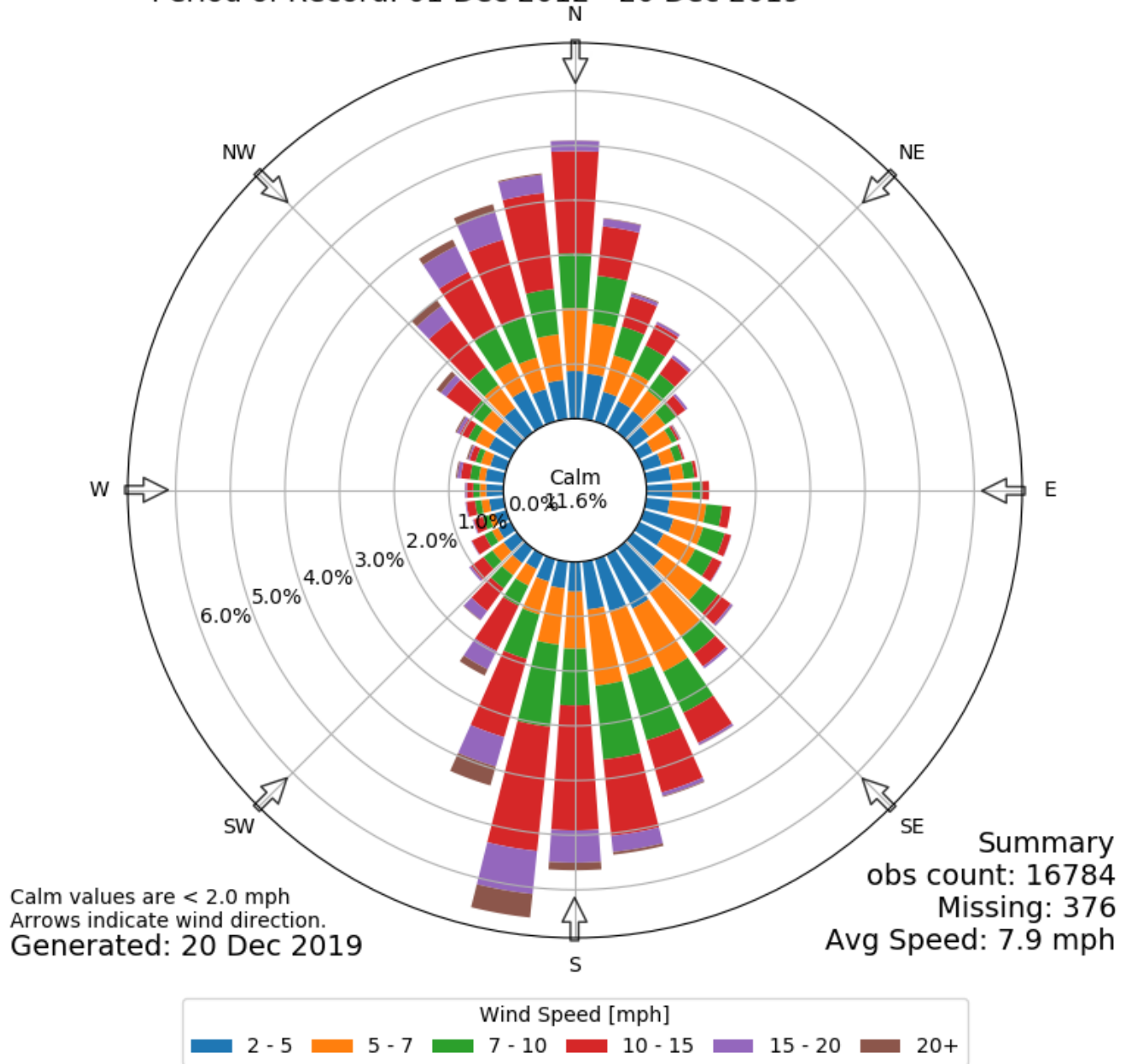


December

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[F46] Rockwall  
Windrose Plot [Time Domain: Dec,]  
Period of Record: 01 Dec 2012 - 20 Dec 2019



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